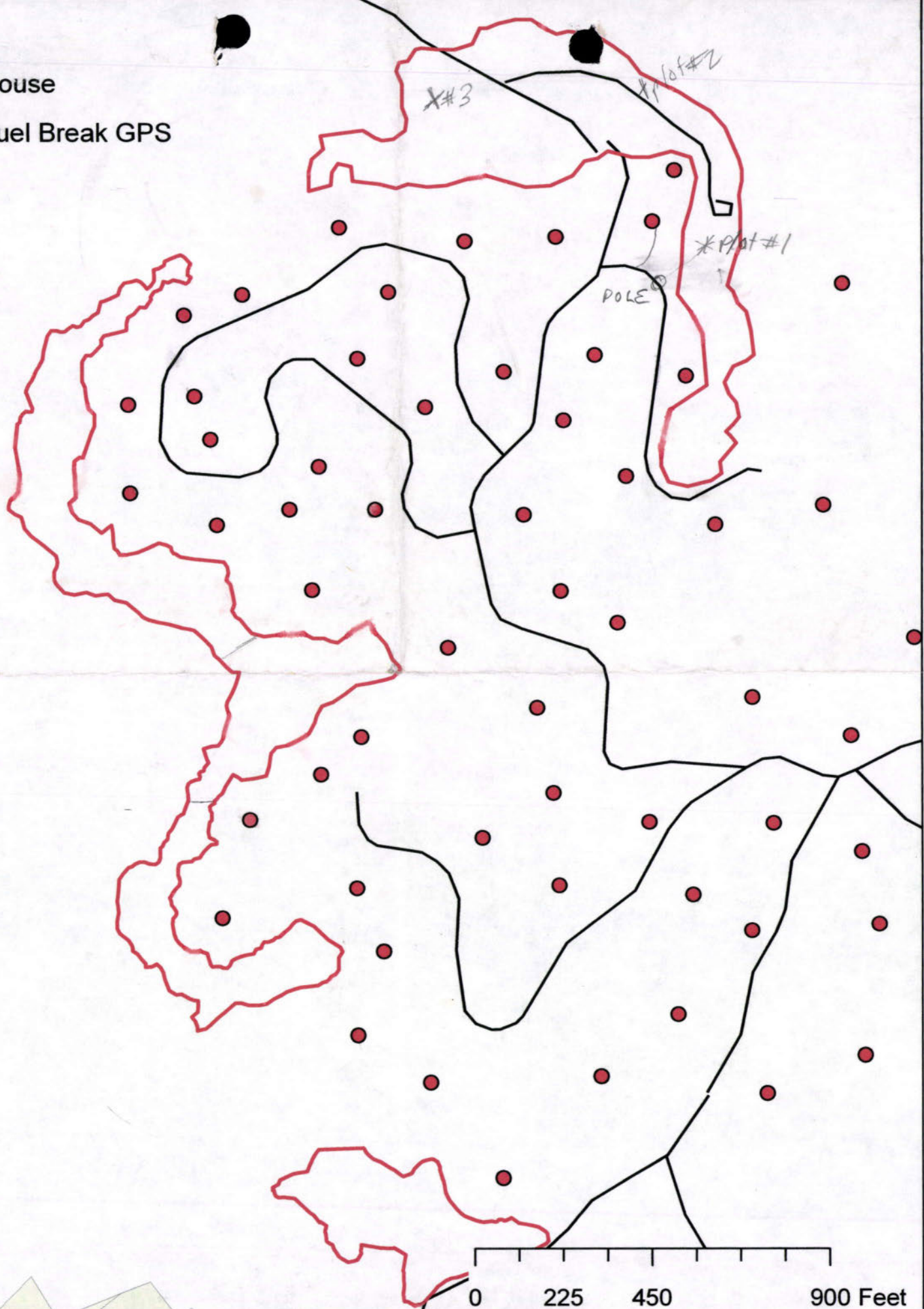


- Too much on North 5
- NW piece
- Fish prop line
- Dixon Creek
- Go to Pop line
- Smith's ridge (rock)
- Prop line NE of Bailey

- House
- Fuel Break GPS



Upper Boulder Heights/Glendale Gulch Fuel Break



● House

□ Boulder Heights Fuel Break

□ Roxbury Fuel Break Addition

□ Ownership Parcel

Boulder Heights Fuel Break Roxbury Road Addition (2 acres)

BOULDER COUNTY

ROXBURY PROJECT LLP

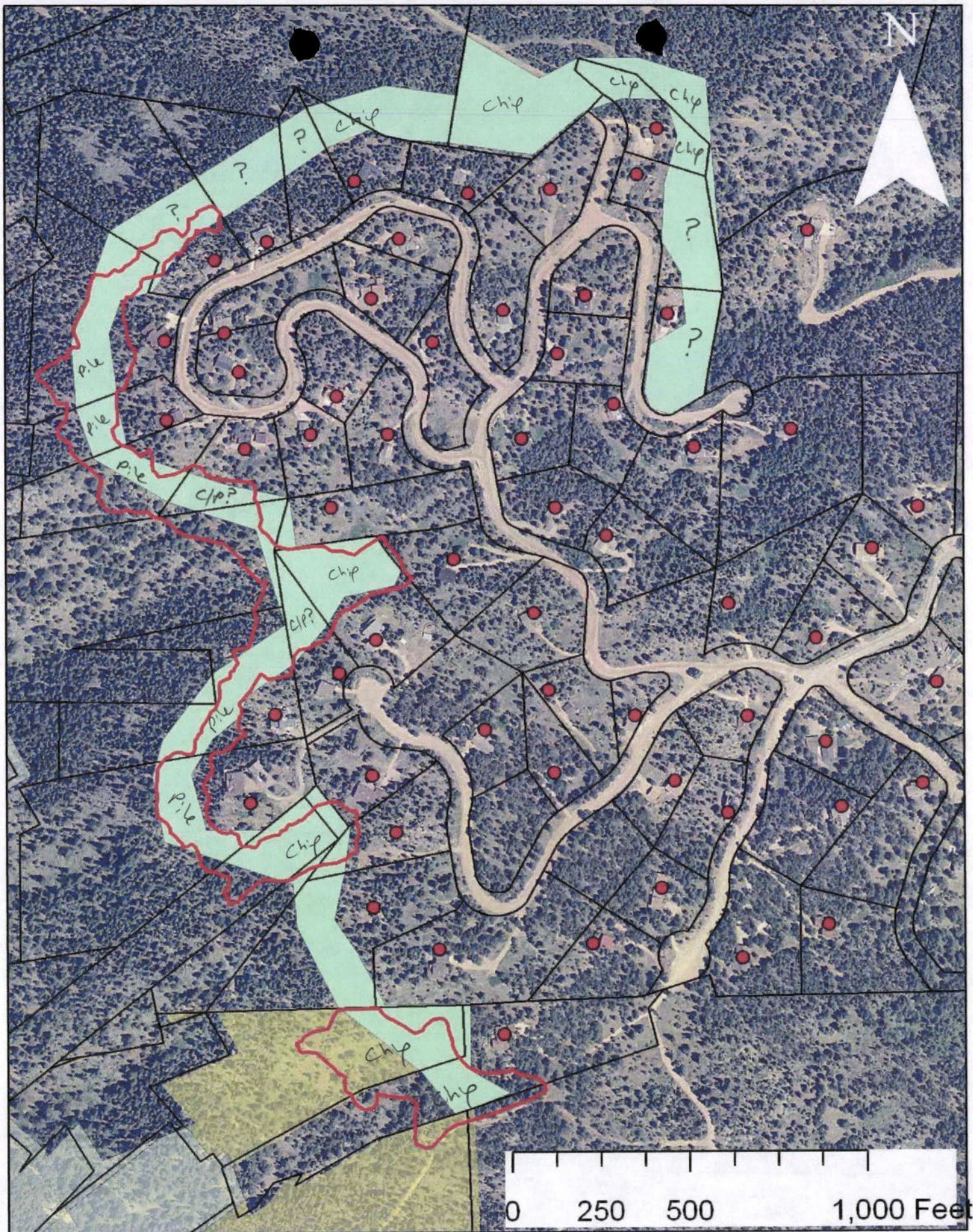
FOSTER

JORMAN

STANDLEY



0 125 250 500 Feet



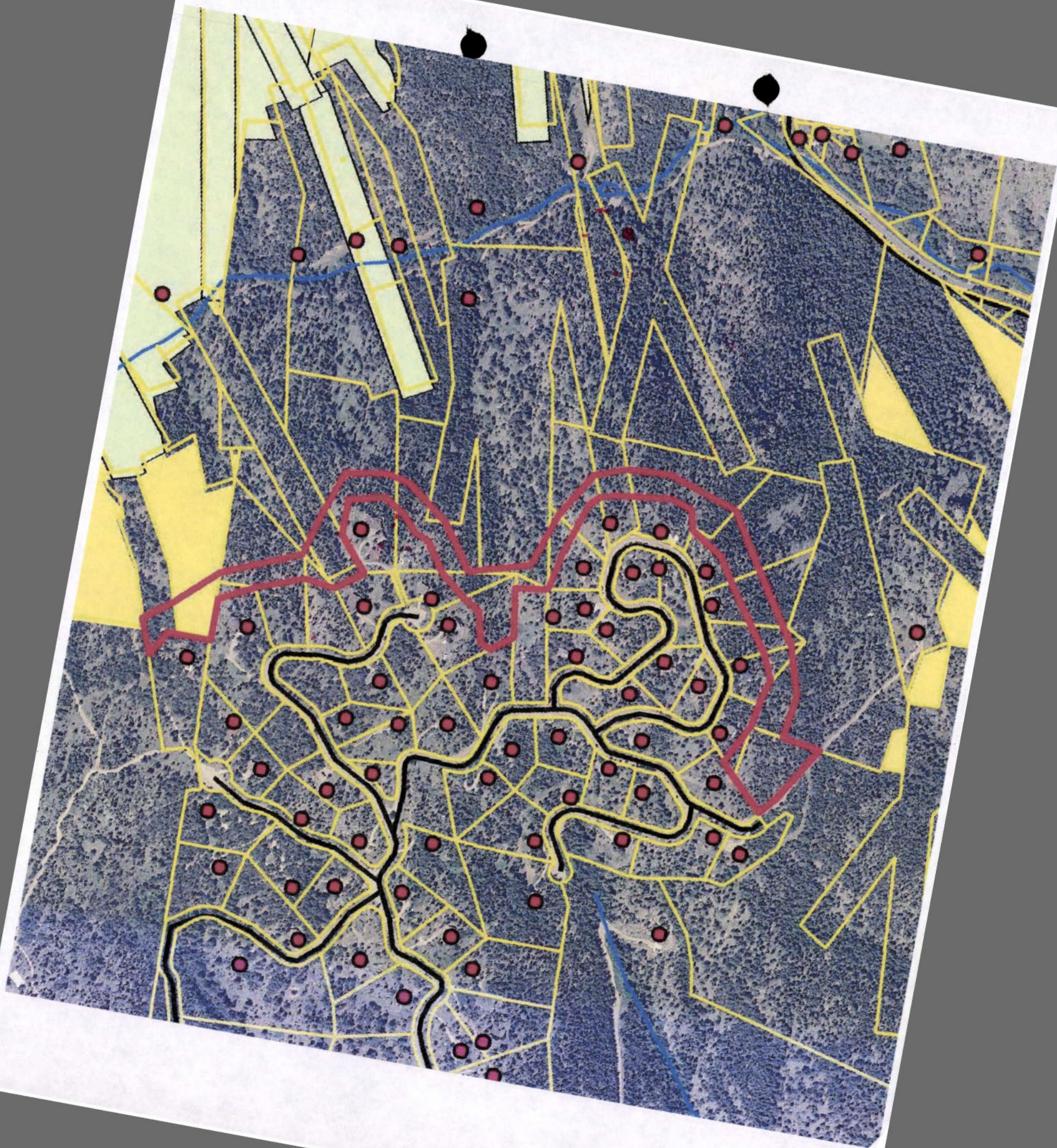
Pop 1.7
 Glaz 1.5
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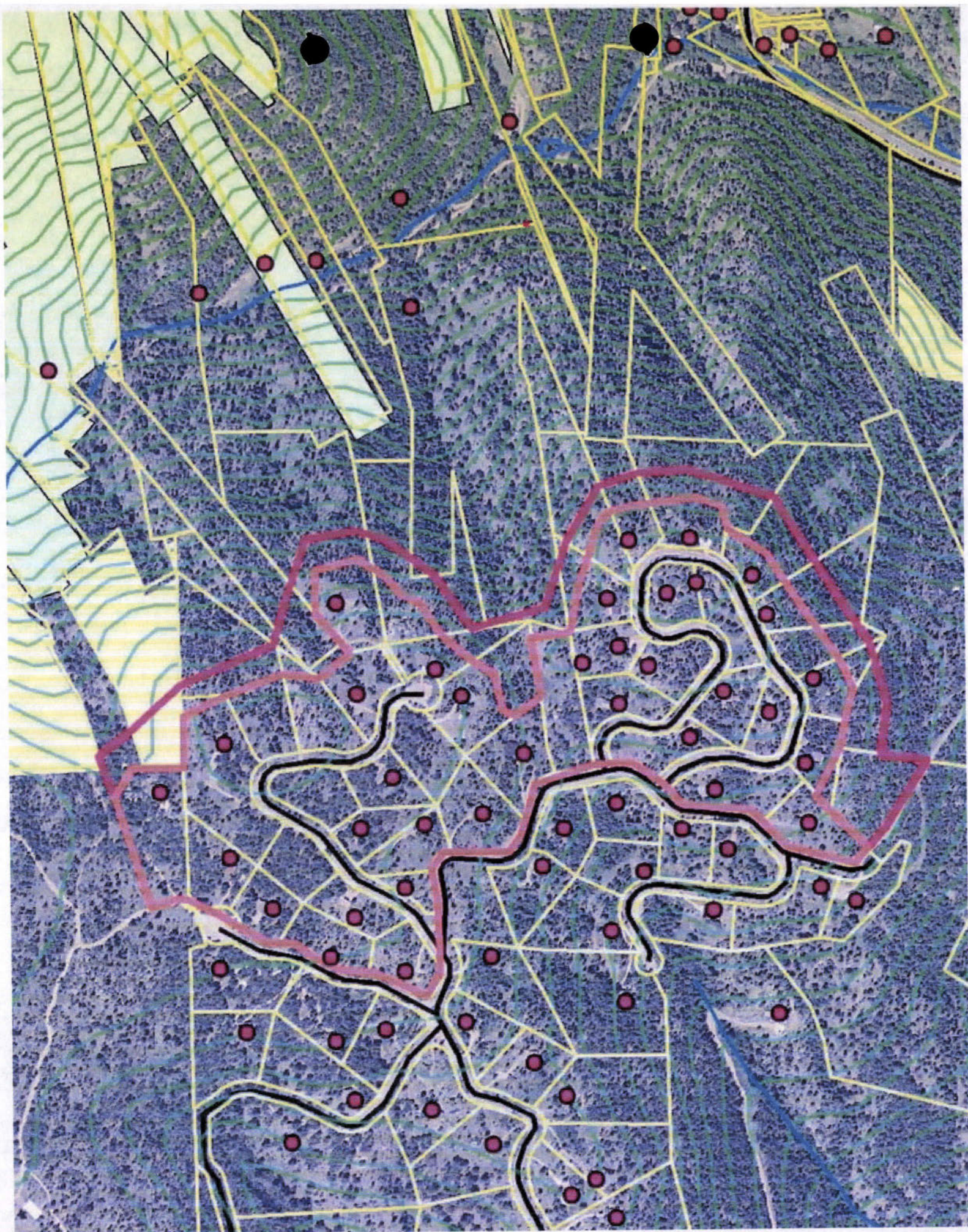
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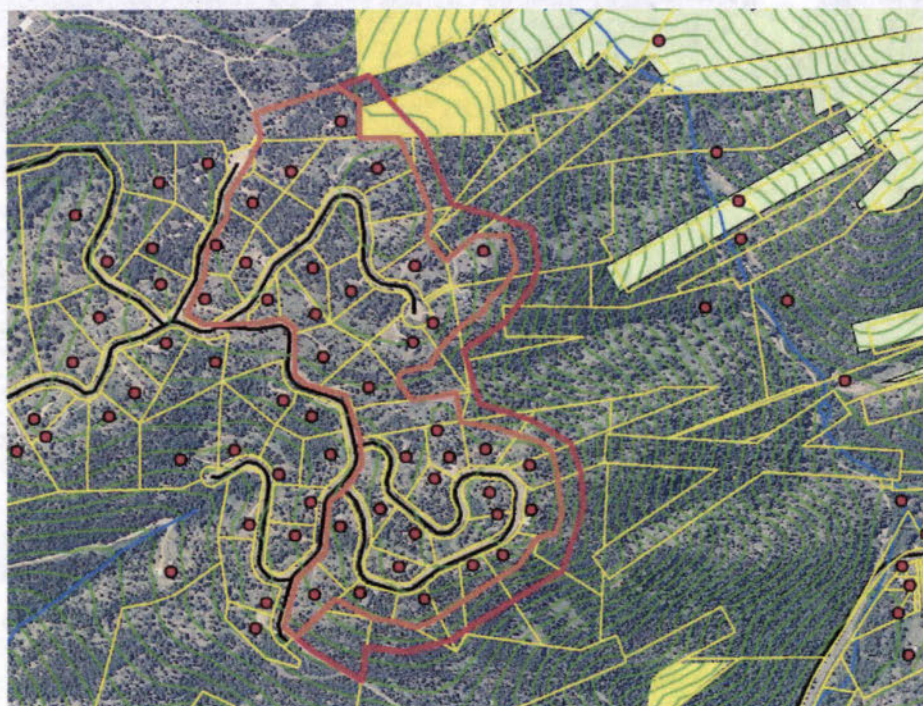
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 3
 22









Deer Trail
Circle

Roxbury

Falcon Creek

Overlook

Mine

333

433

463 1823

32
1865

333 345

394

289

302

124

199

548

1814

1949

226

66

1784

243

225

213

95

1750

1968

1980

200

11

1666

1624

138

1643

1575

1486

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97

328

347

335

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189

189

7800

November 20, 2006

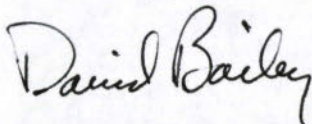
To Whom it may concern:

A fuel break system is currently being constructed around our neighborhood in Upper Boulder Heights. When completed, it should provide increased protection from wildfire for our forest and our homes in this wind and fire prone area. My neighbors and I are extremely grateful to various individuals and agencies who made this project possible.

The planning, layout, mapping, and tree marking of the project began in May, 2006. This was followed by a construction phase including cutting and chipping which began in June, 2006 and which is now approaching completion. The final step of the project is to burn the slash where possible and whenever suitable conditions permit.

The layout and mapping of the fuel break boundaries, the marking of the trees to be saved and the answering of endless landowner questions were very successfully taken care of by Mr. Bob Bundy, Colorado State Forest Service. It was a pleasure to work with Bob. He willingly and easily made countless trips up and down our hills. He was energetic and enthusiastic about our project and did a great job. I would encourage anyone who is interested in building a fuel break to contact Bob.

Sincerely,

A handwritten signature in cursive script that reads "David Bailey".

David Bailey
Head, Upper Boulder Heights Fuel Break Committee
328 Overlook Lane
Boulder, CO 80302
303-447-8696

Bob Bundy

From: Bob Bundy [rbundy@lamar.colostate.edu]
Sent: Thursday, April 20, 2006 3:08 PM
To: 'David & Cheryl Bailey'; 'Steve Lynn'
Cc: 'Grant Blue'; Philips, Eric
Subject: RE: Plan B for Boulder Heights


Boulder_Heig
GPS.jpg (447

All,

Get Pix
901's - mty sign
ye?
Glazier CSOS permission

Steve Lynn
1905 Linden Dr.
P (303) 440-0235
Fax 440-5247
Cell 859-4661

mitigation@bouldermountainfire.org

Please see the attached map of the proposed fuel break vs. the GPS'd fuel break.

David, if your proposed addition to the fuel break will help get more permissions, I think it would be worthwhile. Any thoughts Steve?

Notes on the map:

-The light green shaded area is the proposed fuel break with the recent addition. The area now consists of 19.5 acres. -The red outlined area is the GPS'd and flagged area to date. There is a total of 12.5 acres (9.5ac on the north and 3ac on the south).

Notes for the GPS lines:

-I went too far downhill below the Synder home. I will fix that next time I'm up. -I'd like to review the area below the Smith home. There is a large rock outcrop there which may explain why we brought the bottom line higher up the hill.
-The downhill line on the Dixon property is high up the hill. This area is dangerously steep. Not sure what to do here (my thoughts are below).

Notes on the project:

-After we finish with permissions, flagging, and GPS lines I'd like to look more seriously at the scope of work for the project. I may put together a draft soon if I have time. Suggestions are welcome.

-My initial thoughts are that the land below the Bailey property, the entire BLM unit, and the area around Roxbury will be chipped. Perhaps we can even chip the flatter gully area around the trail south of the Faul's. The trail is somewhat accessible, but we may need to check if a chipper could be safely pulled down there.

-It appears that MOST of the rest of the project (that I've walked) can be pile burned. The only areas where burning may not be possible includes the rocky area below the Smith's/Faul's, and the north facing slope on the Dixon property. The area on the Dixon property (and I'm guessing the Glazier, Alspach, and portions of the Standley property) is so dangerously steep and inaccessible that a "lop and scatter" and/or clear cut are the only options. There is a very large rock outcrop below the Dixon's house, and there are not many trees on most of it. If we were to lay the cut trees on the slash and countours (like another fire break done by BMFPD), I don't foresee a problem arising with too much slash. It may be different as we head east of the Glazier/Dixon line.

-Although the actual GPS line adds more land to the proposed project area, with the exclusion of a few of the proposed properties I feel as if we are still on track to getting within 20 acres total. Additionally, I'd rather plan as many acres as we can, knowing that we can cut the project acreage back upon receiving bids or when not acquiring all permissions.

-Regarding cost: I always get in trouble estimating cost, but here we go. I've found that to cut and chip an average stand of trees on a flat and accessible acre it costs at least \$1250. It has cost between \$1000 to \$1200 to pile that acre instead of chip. When you

add in a steep slope, any dragging more than 50 feet, or dragging slash uphill it can easily double the cost. I hesitate to guess what it will cost to do this project. Half of the project area has average to above average difficulty, while the other half should push the upper limits of any bids we have ever seen before. With this in mind, I think we need to be very flexible with our slash treatment expectations on the "difficult" acres. We can always bid it out and ask for proposals from the contracts for work on the "difficult" acres.

A lot of information to process. I'll see what I can do with a draft scope of work in the next two weeks.

Thanks for everyone's help.

Bob Bundy

Fuels Treatment Partnership & Wildfire Mitigation Forester Colorado State Forest Service -
Boulder District 5625 Ute Highway Longmont, CO 80503

(303) 823-5774

(303) 823-5768 fax

rbundy@lamar.colostate.edu

On Apr 20, 2006, at 9:56 AM, David & Cheryl Bailey wrote:

> Steve and Bob,
> I had a chat with Glen Fry (32 Roxbury Road) last evening. He does
> not plan to contribute to the fuel break and explained that he does
> not think that he will get much protection from it. He also does not
> think that Jorman will allow permission on any of her land the way
> things are right now. He said he would contribute if we got Jorman
> on board. I had an idea during that talk about a change that might
> help everyone. I went down there this morning and took a look this
> and I think that this might work.

> See the extended red zone in the attached map.

> Considerations - please correct any errors in this:

> a. This would more completely ring our community and increase the
> overall protection.

> b. We have not had much support from the people on Falcon Crest or
> Roxbury. There are exceptions. We probably could not do this
> extension unless they did kick more seriously.

> c. Several people who I have talked with Jorman doubt that she will
> not give us access to the large chunk above Roxbury in the current
> plan. Several people have tried to approach her for a contribution or
> permission and have not gotten very far. We need her to participate
> if we are going to complete the original plan or work down Roxbury
> road or extend this fuel break to the north side of Boulder Heights,
> etc. I think we need to give her more protection now.

> d. Fry said that he doesn't think that he will get much protection
> from the current plan. He is more worried about a fire coming up the
> hill from the east.

> e. So far Bob B has only come up with I think about 12 acres which
> he has laid out. Now we still have a ways to go across the top but I
> am not sure when this is all done that it will come to 20 acres. He
> said yesterday that it should cost between \$1000 to \$2000 per acre.
> Since not all of this is the most expensive land to treat then I
> wonder if we may have some money left over from the \$40,000 total.
> Just a guess right now. Bob, can you give a best guess of how much
> this all will cost after what you have seen?

> f. I think that we are going to collect more than \$20,000 from the
> residents considering the money we already have plus that which has
> been promised. This is not for anyone else's ears but yours.

> g. The land in this extension is closer to the homes than a lot of
> what we have done but no closer than we have done on some. The land
> is more like the BLM land and not so steep as much we have looked at.

> This might be considered defensible space work but this is a small
> price to pay for getting the rest of the break completed.

> h. We would not have to go down onto the land of the guy on Tall
> Pine.

> i. It gets the break off of Papierz's Deer Trail Circle property.

> j. In exchange for doing this Jorman would have to promise to give
> her permission for the other works that needs to be done on her
> property including Roxbury road.

> Is it to late for any reason to make this change?

> Food for thought. David B.

> PS. We have a chat scheduled with Glaziers (2 properties on north
> side of Deer Trail Circle) for Friday night. I think he may come on
> board.

> PS2 We have invited Wolf Lutton and wife up here for dinner tonight.

ATT00018.txt

- > He is down on Glendale Gulch below our house and we will see if we can
- > get access to the top of his land. This may give Steve Lynn some
- > inroads with the people in Glendale Gulch.
- > PS3 Please note on the map the extra permissions on overlook around
- > Papierz (I am not sure those were on the last map that you saw plus
- > the Dixons on Deer Trail Circle who were not on the last map.
- >

Bob Bundy

From: David & Cheryl Bailey [drcabailey@comcast.net]
Sent: Sunday, April 30, 2006 3:23 PM
To: Bob Bundy; Steve Lynn
Cc: David & Cheryl Bailey; chief; 'Grant Blue'
Subject: Need a meeting

Bob and Steve,

We need to have an organizational meeting with you gentlemen as soon as possible. Is it possible to do it this week? We will serve supper if that would help. We are moving to the next stage of this project and I do not have a lot of the answers that my people are asking. I want to announce that we are good to go on this project on Thursday or Friday of this week but without some information I am not sure that I can.

a. Can we make the Phase B project a separate stand alone project? Anyone have any problems with that? I am going to separate the Original Fuel Break money into separate accounts from the Phase B money in the Fire Department. We have resident dollars (\$3200) and all the permissions. What we need is some sort of "matching money" from the state or feds for the Phase B part. Anyone thoughts? We may have to move the large property on the end of the Original Break to the Phase B Part because that belongs to the Jormans and they live in the Phase B part. If the Phase B should collapse then everyone needs to know that the permissions across the top of Deer Trail Circle may collapse like a house of cards. We may have to return permissions and contributions.

b. I need to know the real costs of things. I am under pressure not to spend more than \$20,000 period collected from the neighborhood on the Original Break. I have heard numbers that come in higher than that. If we separate the Phase B part and make this two separate projects then can I keep the original part under 20,000?

c. I need to know when boundary and tree marking will be done. People are asking.

d. Bob Bundy agreed to talk with Adam Glazier. We need to set that up ahead of time so he will be there. To enter his land requires pre notification, that can not be a spur of the moment project.

e. I need to understand more about which agency is going to treat which sections and what the sections boundaries are.

We need to get the signed permission sheets straight. Some people may have signed the wrong form.

I need to give the permission that Adam Glazier modified to Bob Bundy so he can look at it.

I need to know what permission slips Bob Bundy picked up after the April 4 meeting.

What is the procedure for getting the second permission with the CSFS form. Do they need to get a whole new form signed?

Do my people get a copy of the signed forms?

f. I need to know if there really is a chance for the homeowners to view the markings before the contractors start for the state contracted work. Who do they negotiate with if they don't like the way things are marked?

g. I need to know what slash treatment is planned for which sections. The property owners want to know. They have choices to make.

h. I have heard that some parts of the project may not happen in the time frame that we have been saying May 15-June 30. Is that true?

i. We need to discuss the BLM restrictions and how we will deal with them on their land.

j. The landowner is released from liability what is the recourse if the landowner does not like what has been done on his land?

k. I am afraid that landowners are not going to like timber piled at the bottom of their property.

l. What if a land owner does not like the appearance of his land after the contracted work is done?

Well you get the idea. Help. When can we meet? David

remark Alpacah - no dead / small trees

A) The addition on Jorman and Standley properties occurred as we followed an old trail on the southwest side of Roxbury and brought it up to a currently existing opening and then to the line above. Although the map doesn't show it very well, it seemed to make more sense on the ground due to the location of the existing road and in trying to tie things off so there were no sharp acute angles on the treatment unit.

B) The northeast proposed area can be easily added. There will not be much work to do there. It was a small area where we used a road as the bottom line, but it runs a little too close to the home. I'll get this done before the crew gets there.

C) We shouldn't run into any problems on the property boundary issue below Falcon Crest. I was wandering around a little at the time, but did find a few fence posts and corner pins, so I'm comfortable with the line not crossing the east boundary.

D) The area below the Dixons is covered primarily with rock. Although it appears to be very thin, we have a very large rock that is not included within the lines but will help to serve as part of the break. I believe the GPS may have been a little off there too, as I only had access to half of the satellites usually in range. There shouldn't be too many large trees to cut there to make the break 100 feet wide. Steve and I took a look at this when we were out there. We'll make sure the break is wide enough as we work there.

E & F) We can go right up to the Papierz line when working there, however I can easily foresee some boundary issues. Not sure how to avoid legal/political ramifications if we get too close, since we don't have any good corner markers I trust. Thoughts?

G) The Smith's property has a situation similar to that of the Dixon property. There is a large rock outcrop that we are working on and around. Although it appears to be thin there, we will ensure there is a wide enough break in the trees when treatment occurs.

H) I don't recall if we had corner pins when working along the Wallen/Bailey line. If we did, it may just be an accuracy issue with the GPS. If not, we will bring it west a few feet.

Hope this helps.

Other notes:

-I also have heard a few comments about folks desiring more trees to be cut than those marked. Ideally I'd like to see a fire break (clear cut), so I am fully supporting/promoting any additional tree cutting. I wrote in the contract with the FD that "Additional yellow painted trees may be cut in order to meet the Target Stand spacing standards...."

-I was wondering if I could get a copy of all the attendance sheets for the multiple meetings you had at your house. They will be helpful in further justifying the project and matching efforts. If you have any listing of hours you or anyone else has spent on the project, that will be helpful as well. But don't take a lot of time creating these if you don't have the information already.

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT
SCOPE OF WORK

Boulder Heights Glendale Gulch Fire Risk Reduction & Fuel Break Project

Project Location:

The 20 acre treatment unit is located approximately five miles northwest of Boulder, Colorado. The unit exists to the west of the upper Boulder Heights community and east of Glendale Gulch. The unit can be most easily accessed from Boulder by taking Lee Hill Road to Tall Pine Lane, Tall Pine to Deer Trail Road, and Deer Trail to Mine Lane, Overlook Lane, or Deer Trail Circle.

Legal Description: A portion of the eastern half of section 5 of Township 1 North, Range 71 West in Boulder County, Colorado

Parcel Numbers: Approximately 25 parcels

Size of Practice: 20 acres

Species: Predominantly ponderosa pine and Douglas-fir with scattered rocky mountain juniper

Estimated Duration: 2 months

Purpose:

The project has the following objectives:

- Reduce wildfire hazards for multiple homes in Boulder Heights by creating a shaded fuel break downhill on the west side of the community and in potential chimney areas.
- Reduce wildfire hazards by greatly reducing tree densities, removing ladder fuels, and modifying stand structure. Develop a much more open stand character.
- Improve forest health by increasing tree spacing and removing unhealthy trees.

Project Schedule:

The contractor will begin work on the project upon approval and signature of the Independent Services Contract. Work on the project must be completed no later than December 31, 2006. Work will proceed as agreed to by the contractor and CSFS forester with all work occurring to specifications throughout the identified area.

General Prescription/Target Stand:

The stand consists of a dense mix of ponderosa pine and Douglas-fir with scattered juniper. The project involves a fuel treatment unit located to the west of numerous homes along a ridge top. The fuel break is setup on west, north, and east facing aspects with slopes ranging from 0 to 100%. The remaining vegetation emphasis is to retain and manage ponderosa pine and Douglas-fir in excess of 12 inches in diameter with 15 to 20 foot spacing between tree crowns. An average of 40 trees of greater than 12" in DBH per acre will remain over the entire work site. Since stand conditions are variable, the retained number of trees will range between 20 and 60 trees per acre. Species and size diversity will be taken into account, but preference on tree selection will focus on the elimination of ladder fuels and the creation of crown spacing. The fuel break will be between 100 and 300 feet wide depending on slope operability, roads, and other natural and man-made features.

Agreement Specifications and Requirements

1. Project Criteria

- a. The project area boundary has been marked with ORANGE flagging.
- b. All trees *without* yellow paint on the trunk are to be cut. Additional yellow painted trees may be cut in order to meet the "Target Stand" spacing standards above. Some landowners have placed pink flagging around additional trees within the unit that are to be retained.
- c. All trees felled will be cut to a stump height of less than 6-inch on the uphill side and severed completely.
- d. Felled trees must be limbed to a 3-inch or less top diameter.
- e. All retained trees within the unit must be limbed up to a minimum of 6 feet from the ground or $\frac{1}{3}$ the height of the tree (whichever is less).

2. Removable Materials and Slash:

The objective of slash and materials treatment is to remove enough slash to reduce fuels buildup to an acceptable level, yet leave enough on site for future soil development and to prevent significant erosion on trails, disturbed areas, and steep slopes. The following guidelines should be used throughout the project area. There are five methods to treat the wood materials listed below in order of method priority. Onsite agreements with each property owner will determine method(s) used.

a. Directional Felling Contour Logs

1. Directionally felled contour logs are to be left on all slopes greater than 40% within the treatment unit to act as water and erosion barriers.
2. The contour logs are to be placed perpendicular to the main direction of the slope in a herring bone pattern with less than 300 lineal feet of boles per acre. The lengths shall be laid discontinuously throughout the unit so as not to touch each other or be stacked. The overall formation of the lengths of wood should alternate their location on the hillside. (Use "Figure 1" below as a guideline)
3. Contour logs must be limbed completely, be greater than 8 feet in length, and greater than 6 inches in diameter on the bottom and 3 inches in diameter on the top.
4. The boles must be left to lay perpendicular to the slope following the contour as much as possible.
5. All contour logs must have at least 50% of the log in contact with the ground and have existing anchors (stable rocks or stumps) on each side.

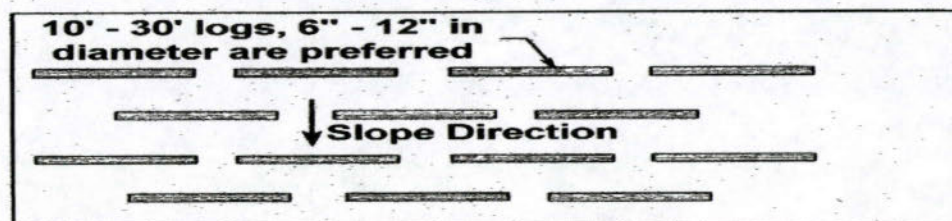


FIGURE 1 - Theoretical Pattern for Contour Tree Felling

b. Round Wood

1. Round wood over 6 inches in diameter, that is not used as part of the contour felling, shall be left for use as firewood. If round wood is near a road or home, it is to be stacked in an accessible location. If round wood is inaccessible, it is to be stacked "in-situ".
2. All cut trees over 6 feet long or over 6 inches in diameter should be limbed completely and bucked into sections measuring 8 feet or less.

c. Chipping

1. The slash less than six inches in diameter will be pulled to a nearby road or trail to be chipped.
2. That which is broadcast chipped back on the work site should be done to a maximum depth of 6" to ensure proper decomposition and nitrogen recycling.

d. Slash Piles

1. The slash less than six inches in diameter will be piled for wildlife habitat or for winter burning.
2. Piles shall be located in clearings at least 15 feet away from residual trees and 75 feet away from the main roads.
3. Piles shall be no larger than 8ft wide x 8ft long x 8ft high.
4. Piles shall be as compact as possible so that they do not topple, to prevent snow from entering them, and to facilitate complete combustion in the event that they are burned.
5. Piles shall not be placed on rock outcroppings, in ditches, near culverts, in streambeds, on roads, on stumps, or on down woody material greater than 6 inches in diameter.
6. All material in piles shall not exceed 6 inches in diameter.

e. Lop and Scatter

1. Small amounts of slash may be left on the forest floor. Scattered slash should not exceed 12 inches in depth, six feet in length, or cover more than 50% of the ground in a discontinuous pattern.
2. This slash should be used to compliment the contour felling and erosion control, but should be minimized so as not cover the contours completely.

3. Mountain Pine Beetle & Ips Beetle Recognition and Prevention

- a. The contractor is responsible for treating any cut material in a timely fashion. Slash or round wood should never be within five feet of trees.
- b. The contractor is responsible for treating any trees with mountain pine beetle (MPB) or ips beetle infestation. The infested trees must be cut down then chipped, debarked, or undergo solar treatment.
- c. If significant beetle activity results from cutting, treatment in the unit may be postponed by the judgment of the CSFS representative.

**EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PAYMENT SCHEDULE**

The contractor (Boulder Mountain Fire Protection District Mitigation Services) will be paid a total of \$22,000. Payments will be made upon inspection and approval of work completed to contract specifications. Payment requests may be submitted up to four times over the course of the project. Final payment will be held until all work is completed as per the specifications shown in this contract's Exhibit A. The contractor should note that it may take up to 4 weeks from the date of invoice to receive payment.

Invoices shall be submitted to:

Bob Bundy

Front Range Fuels Treatment Partnership Forester

Colorado State Forest Service

5625 Ute Highway

Longmont, Colorado 80503

303-823-5774

303-823-5768 (Fax)

rbundy@lamar.colostate.edu

COLORADO STATE FOREST SERVICE

BOULDER DISTRICT
5625 Ute Highway
Longmont, CO 80503
(303) 823-5774 - (303) 823-5768/Fax



DATE: 6-14-06 NUMBER OF PAGES 3
(including this page)

TO: Darla (Haddock Insurance)

FAX NUMBER: (303) 926-8606

FROM: Bob Bundy

SUBJECT: Insurance Requirement for Boulder Mtn FD

COMMENTS: Darla, please review the CSU
insurance requirements and add the attached information
to the BMFD insurance forms. Then please
fax the updated forms to me at (303) 823-5774.

Many thanks for your time and effort in making
these changes. Feel free to call me at
(303) 823-5774 with questions.

Thanks again,
Bob Bundy

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2005

INSURER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The State of Colorado, Colorado State University and Board of Governors of CSU System are included as Additional Insureds on the above general liability and auto policy.

CERTIFICATE HOLDER

Colorado State University
Attn: John Swaro
Purchasing Department
Fort Collins, CO 80523-6010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Colorado State Forest Service (Colorado State University) Standard Insurance Requirements

A. The contractor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
- 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision. Notwithstanding this subsection A, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

- 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

B. The State of Colorado and Colorado State University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail (10 days for nonpayment of premium).

D. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

F. The contractor shall provide certificates showing insurance coverage required by this contract to the State upon execution of this contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

Initials:



American Alternative Insurance Corporation

STATUTORY HOME OFFICE
1013 Centre Road
Wilmington, DE 19805

ADMINISTRATIVE OFFICE
555 College Road East
Princeton, New Jersey, 08543-5241
(800) 305-4934

Commercial Automobile Policy RENEWAL DECLARATION

POLICY NO. VFIS-CL-0017297-5/000
RENEWAL OF VFIS-CL-0017297-5

NAMED INSURED AND MAILING ADDRESS

BOULDER MOUNTAIN FIRE AUTHORITY
1905 LINDEN DR
BOULDER CO 80304

AGENCY AND MAILING ADDRESS

VFIS
163 LEADER HEIGHTS ROAD
PO BOX 2726
YORK, PA 17405

POLICY PERIOD: From 04/01/2004 to 04/01/2005 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS: OTHER

BUSINESS DESCRIPTION: EMERGENCY SERVICE ORGANIZATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO-SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERED AUTOS SYMBOLS	COVERAGES	LIMITS THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR YEAR	PREMIUM
1	LIABILITY	\$ 1,000,000 EACH ACCIDENT YEAR \$ DED	\$ 4,429
	PERSONAL INJURY PROTECTION - PIP (or equivalent no-fault coverage)	Separately stated in each PIP endorsement	\$
7	AUTO MEDICAL PAYMENTS	\$ 10,000 EACH PERSON	\$ 22
2	UNINSURED MOTORISTS - UM	\$1,000,000 EACH ACCIDENT	\$ 418
2	UNDERINSURED MOTORISTS - UIM	Included in UNINSURED MOTORIST coverage	
7 5	PHYSICAL DAMAGE: COMPREHENSIVE COVERAGE	Agreed Value, Actual Cash Value or Cost of Repairs, whichever is less, minus Deductible for each covered auto (see item three) - no Ded. applies to loss caused by fire/lightning.	\$ 2,027
	PHYSICAL DAMAGE: IDENTIFIED CAUSES OF LOSS COVERAGE	Agreed Value, Actual Cash Value or Cost of Repairs, whichever is less, minus \$25 Ded for each covered auto for loss caused by mischief or vandalism.	\$



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Wilmington, DE 19805

ADMINISTRATIVE OFFICE

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Princeton, New Jersey, 08543-5241

(800) 305-6954

Commercial General Liability RENEWAL DECLARATION

POLICY NO. VFIS-CL-0017297-5/000
RENEWAL OF VFIS-CL-0017297-4

NAMED INSURED AND MAILING ADDRESS

BOULDER MOUNTAIN FIRE AUTHORITY
1905 LINDEN DR
BOULDER CO 80304

AGENCY AND MAILING ADDRESS

VFIS
183 LEADER HEIGHTS ROAD
PO BOX 2726
YORK, PA 17405

POLICY PERIOD: From 06/01/2004 to 04/01/2005 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

LIMITS OF INSURANCE

GENERAL AGGREGATE	\$ 3,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$ 3,000,000	
PERSONAL INJURY & ADVERTISING INJURY	\$ 1,000,000	
EACH OCCURRENCE	\$ 1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$ 1,000,000	ANY ONE PREMISES
MEDICAL EXPENSE	\$ 5,000	ANY ONE PERSON

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY

LOC # 1: 1905 LINDEN DR, BOULDER, BOULDER CO, CO
LOC # 2: 50 OVERLOOK LN, BOULDER, BOULDER CO, CO
LOC # 3: 3129 CARRIAGE HILLS DR, BOULDER, BOULDER CO, CO

LOC CLASSIFICATION

CODE

PREMIUM BASIS

FMS RATE

PDTS RATE

1	FIRE DEPARTMENTS - VOLUNTEER	43551	AREA	5,400	49.256	INCL
	PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT					
2	FIRE DEPARTMENTS - VOLUNTEER	43551	AREA	1,960	49.256	INCL
	PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT					
3	FIRE DEPARTMENTS - VOLUNTEER	43551	AREA	900	49.256	INCL
	PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT					
	PROFESSIONAL HEALTH CARE LIABILITY	72090	EACH	1	309.420	
	LIMITED POLLUTION & ASBESTOS LIABILITY	90100	EACH	1	127.980	

TERRITORIAL FIRE INSURANCE ACT (ANNUAL) CHARGE IS

INCLUDED

GENERAL LIABILITY PREMIUM

\$844

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

Full Legal Name of Contracting Entity

Social Security Number or FEIN

Signature of Authorized Officer

Print Name & Title of Authorized Officer

Date Signed: _____

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)

By _____
(Corporate Secretary or Equivalent)

**STATE OF COLORADO:
BILL OWENS, GOVERNOR**

The Board of Governors of the Colorado State University
System, acting by and through Colorado State University:

By: _____

Printed Name: John Utterback
Title: Director of Purchasing

APPROVED:

By: _____
Dean or Department Head

LEGAL SUFFICIENCY:
ATTORNEY GENERAL, STATE OF COLORADO
John W. Suthers

By: _____
Robert Schur
Associate Legal Counsel
Colorado State University

**ALL CONTRACTS MUST BE APPROVED BY THE
STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

**STATE CONTROLLER:
LESLIE M. SHENEFELT**

By: _____

Date: _____

SPECIAL PROVISIONS

(Not for Use with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION.

The Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

8. SOFTWARE PIRACY PROHIBITION GOVERNOR'S EXECUTIVE ORDER

No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Issued by the State Controller's Office Date Issued: 7/1/74 Rule 3-1 Date Revised: 8/1/05

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

Full Legal Name of Contracting Entity

Social Security Number or FEIN

Signature of Authorized Officer

Print Name & Title of Authorized Officer

Date Signed: _____

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)

By _____
(Corporate Secretary or Equivalent)

**STATE OF COLORADO:
BILL OWENS, GOVERNOR**

The Board of Governors of the Colorado State University
System, acting by and through Colorado State University:

By: _____

Printed Name: John Utterback
Title: Director of Purchasing

APPROVED:

By: _____
Dean or Department Head

LEGAL SUFFICIENCY:
ATTORNEY GENERAL, STATE OF COLORADO
John W. Suthers

By: _____
Robert Schur
Associate Legal Counsel
Colorado State University

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**STATE CONTROLLER:
LESLIE M. SHENEFELT**

By: _____

Date: _____

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Full Legal Name of Contracting Entity

Social Security Number or FEIN

Signature of Authorized Officer

Print Name & Title of Authorized Officer

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(Not for Use with Inter-Governmental Contracts)

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7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

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9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Issued by the State Controller's Office Date Issued: 7/1/74 Rule 3-1 Date Revised: 8/1/05

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The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. **CHOICE OF LAW.**

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. **VENDOR OFFSET.** CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

8. **SOFTWARE PIRACY PROHIBITION GOVERNOR'S EXECUTIVE ORDER**

No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

9. **EMPLOYEE FINANCIAL INTEREST.** CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Issued by the State Controller's Office Date Issued: 7/1/74 Rule 3-1 Date Revised: 8/1/05

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
05/08/2006PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
DENVER CO 80230-7006THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE POLICIES BELOW.INSURED
BOULDER MOUNTAIN FIRE PROTECTION DISTRICT
1905 LINDEN DRIVE
BOULDER CO 80302

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Pinnacol Assurance	41190
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	
						PRODUCTS - COMP/OP AGG	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN EA ACC	
						AUTO ONLY AGG	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	
						AGGREGATE	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	4019082	05/01/2006	05/01/2007	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS	
						E.L. EACH ACCIDENT	\$100,000
						E.L. DISEASE - EA EMPLOYEE	\$100,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEE BACK OF CERTIFICATE FOR CLASS COVERAGE AND OWNERSHIP COVERAGE DETAIL

CERTIFICATE HOLDER910072
COLORADO STATE FORREST SERVICE
ATTN: BOB BUNDY
5625 UTE HIGHWAY
LONGMONT CO 80503-9130**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.**AUTHORIZED REPRESENTATIVE**Meredith Gilbert
Underwriter

ACORD CORPORATION 1988

ACORD 25 (2001/08)

CERTIFICATE HOLDER COPY

IMPORTANT

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COLORADO STATE FORREST SERVICE
ATTN: BOB BUNDY
5625 UTE HIGHWAY
LONGMONT CO 80503-9130

POLICY NUMBER: 4019082
BUSINESS LOCATION: BOULDER MOUNTAIN FIRE PROTECTION DISTRICT

CLASSIFICATION OF OPERATION CLASS DESCRIPTION	COVERAGE EFFECTIVE	COVERAGE EXPIRES	RATING TYPE
770405 FIREFIGHTERS & DRIVERS	05/01/2006	05/01/2007	EM
770405 FIREFIGHTERS & DRIVERS	05/01/2006	05/01/2007	VF
881105 NON-SALARIED BD MEMBERS	05/01/2006	05/01/2007	BD

REQUEST FOR PAYMENT

CSFS #820

INSTRUCTIONS: Make all purchases in the name of COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice for payment and forward to the State Office for processing. Payment will be mailed to address on vendor invoice, unless otherwise noted. Include Social Security Number if requesting payment to an individual. Authorized signature must be completed before payment can be processed.

Payment To: Boulder Mountain FPD Mitigation Service Prepared By: Allen Owen Date Prepared: 12/13/06

Comments:	Resale to Cooperator:
	CSFS Invoice #:

Description	Amount	Account	Subcode	Other
PAYMENT FOR FUELS REDUCTION SERVICES				
BOULDER HEIGHTS / GLENDALE GULCH PROJECT				
REF. P.O.# P321238				
INVOICE # 108, DATED 12/7/06	9968.00	5-36828	4550	
PROJECT COMPLETED - REF. ATTACHED P.O.				

Payment Authorization: Allen Owen 9968.00

Account Manager or Designee Signature: Allen Owen Date: 12/13/06



06/29/06

P321238

PURCHASING DEPARTMENT

FORT COLLINS, CO 80523-6010

PHONE (970) 491-5105 FAX (970) 491-5523

PURCHASE ORDER

START 07/01/06 END 12/31/06

TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

N

DESTINATION PREPAID ISC

PURCH. CONTACT

PHONE

DEPT. NO.

ATHI LAFOLLETTE

(970) 491-0763

Q075185

5060

V0000706060-10

BOULDER MTN FIRE AUTHORITY
1905 LINDON DR
BOULDER CO 80304

S BOB BUNDY
H CSFS BOULDER DISTRICT
I 5625 UTE HIGHWAY
P REFERENCE P.O. P321238
T LONGMONT CO 80503
O

V
E
N
D
O
R

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

QTY.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			SERVICE AGREEMENT		
01	1.00	LOT	SERVICE AGREEMENT FOR BOULDER HEIGHTS GLENDALE CULCH FIRE RICK REDUCTION AND FUEL BREAK PROJECT PER ATTACHED CONTRACT END DATE: DEC 31, 2006 PAYMENT UPON COMPLETION - INVOICES SENT DIRECTLY TO CSFS PER CONTRACT. 5-36828-4550 CSU PRINCIPAL INVESTIGATOR: BOB BUNDY BMEPDMS CONTACT - STEVE LYNN TERMS AND CONDITIONS FOR CSU-FEDERAL CONTRACTS ATTACHED MUST BE CONSIDERED PART OF THIS PURCHASE ORDER. MJ,	22,000.0000	22,000.00
02					

WHEN YOU RECEIVE THE ABOVE ITEM(S)
COMPLETE, SIGN, DATE & RETURN THIS
COPY W/COPY OF PACKING SLIP TO S.O.
SIGNED [Signature]
DATE REC'D 12/13/06

TOTAL

\$

22,000.00

PAYMENTS

PAYMENTS

DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
								\$
								DATE
								INITIALS

DEPARTMENT

REQUEST FOR PAYMENT

CSFS 820 (Revised 4/02)

INSTRUCTIONS: Make all purchases in the name of COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice for payment and forward to the State Office for processing. Payment will be mailed to address on vendor invoice, unless otherwise noted. Include Social Security Number if requesting payment to an individual. Authorized signature must be completed before payment can be processed.

Payment To: Boulder Mountain FPD Mitigation Services Prepared By: Bob Bundy Date Prepared: 8/7/06

Comments:

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for Fuels Reduction Services				
Boulder Heights / Glendale Gulch				
Ref. P.O. # P321238				
Invoice Dated 8/1/06	12,032.00	5-36828	4550	
			1	
11 acres of 21 acres complete				

\$12,032.00

Payment Authorization:

Robert A. Bundy
Account Manager or Designee Signature

8/7/06
Date

INVOICE

INDEPENDENT SERVICES CONTRACT

Q075185

THIS CONTRACT is made and entered into as of the Effective Date in section 2 below. By signing below, the parties agree that Contractor, as an independent contractor and not as an employee, shall timely and competently perform the services described in the scope of work attachment, Exhibit A to this Contract, under the terms and conditions set forth in this Contract.

I. PARTIES:

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY, AN INSTITUTION OF HIGHER EDUCATION OF THE STATE OF COLORADO, HEREINAFTER REFERRED TO AS "UNIVERSITY" OR "CSU"
CONTACT NAME: Bob Bundy
DEPARTMENT: Colorado State Forest Service
5060 CAMPUS DELIVERY
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523-5060
TELE: (303) 823-5774
FAX: (303) 823-5768
EMAIL: rbundy@lamar.colostate.edu

FULL LEGAL NAME OF CONTRACTOR:
Boulder Mountain Fire Protection District Mitigation Services
TYPE OF BUSINESS: <u>Non-Profit Corp.</u>
STATE OF BUSINESS REGISTRATION: CO
BUSINESS ADDRESS: 1905 Linden Drive
CITY, STATE, ZIP: Boulder, CO 80304
FEIN or TAX ID#: 87-0731940
CONTACT NAME: Steve Lynn
DEPARTMENT: N/A
TELE: (303) 440-0235
FAX: (303) 440-5247
EMAIL: mitigation@bouldermountainfire.org

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. 5-36828; and

WHEREAS, the Contractor was selected in accordance with State law as a result of Not Applicable number _____;

NOW, THEREFORE, the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows.

II. TERMS AND CONDITIONS OF THE CONTRACT

1. Independent Contractor; Relationship of the Parties. The parties aver that:

- The Contractor is not subject to University's control as to the means and methods of accomplishing the work to be performed hereunder, but the University may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables;
- The Contractor selects its own customers or clients and is free to contract with others during the term of this Contract;
- The Contractor, if a sole proprietor, represents and warrants that he/she ☐ has ☒ has not previously been an employee of the State of Colorado either as a temporary or permanent employee. If "has" is checked, a statement setting forth the name of the agency or department in which the Contractor was employed, the last date of employment and the nature of the assigned duties must be provided on a separate sheet; and
- This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

- 2. Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the State Controller or the Controller's authorized delegate; or (2) the following date: _____ and shall terminate on December 31, 2006 unless sooner terminated as provided herein or extended by mutual written agreement of the parties. Contractor expressly acknowledges and agrees that, pursuant to CRS 24-30-202 and the State Fiscal Rules, this contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The State Controller or his/her

delegate shall sign last. The Contractor is not authorized to begin performance until the Contract is signed and dated by the State Controller or Controller's delegate, below. If performance begins prior to the Effective Date, the University, the Board of Governors, and the State of Colorado shall not be obligated to pay for the goods and/or services provided prior to such date.

3. **Payment Terms.**

a. **Check one box only:**

- i. ☒ **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of \$22,000.00 payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
- ii. ☐ **This is not a fixed price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed _____ and the basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.
- iii. **Method of Payment.** The University will remit payment to the Contractor via electronic funds transfer (EFT) to the account(s) specified by the Contractor unless a different payment method is specified on Exhibit B. The Contractor may designate a new account for receipt of any payment at any time during the term of this Contract by providing written notice to University containing all of the information required under this subsection. University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Contractor's prior account.

4. **Inspection and Acceptance of Services.** The University reserves the right to inspect the services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes the works and any tangible things produced or delivered in the performance of services, whether or not complete. If any of the services do not conform with contract requirements, the University may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (1) require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this contract, or remedies otherwise available at law.

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Insurance Requirements**

A. The contractor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
- 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

Notwithstanding this subsection A, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the

term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

4) (only if checked ☐) Professional liability insurance with minimum limits of liability of not less than \$1,000,000.

B. The State of Colorado and Colorado State University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail (10 days for nonpayment of premium).

D. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

F. The contractor shall provide certificates showing insurance coverage required by this contract to the State upon execution of this contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

7. **Ownership of Work Products.** All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be works for hire and are the exclusive property of the University. All such materials shall be delivered to the University by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, nor cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the University. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
8. **Time is of the Essence.** All time limits, time periods, milestones and completion dates stated in the contract documents are of the essence of this contract.
9. **Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.
10. **Termination for Convenience.** The University may terminate this contract at any time the University determines that the purposes of the distribution of State moneys under the contract would no longer be served by completion of the project. The University shall effect such termination by giving written notice of termination to the contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the University, become its property, and the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

If the contract is terminated by the University as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. In no event shall reimbursement under this clause exceed the contract

amount. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.

11. **Notices.** All notices required to be given under this Contract shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are set forth in Article I, Parties, herein above. **A copy of every notice to CSU shall be provided to: Office of the General Counsel, 01 Administration Building, 0006 Campus Delivery, Fort Collins, CO 80523-0006.**

12. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.

13. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this contract without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this contract, without waiver of any other right or remedy, upon notice of Contractor=s assignment or subcontract in violation of this section.

14. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

15. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

16. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

17. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

18. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

19. **Exhibits.** If checked, the following exhibits are attached, initialed by the signatories, and hereby made a part of this Contract:

- ☒ **Exhibit A: Scope of Work**
- ☒ **Exhibit B: Payment Provisions**
- ☒ **Exhibit C: Federal Funds Addendum**
- ☐ **Other:** _____

20. This Agreement may be executed with any number of counterparts, each of which, when executed and delivered will constitute an original, but all such counterparts will constitute one and the same instrument.

21. The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:

SPECIAL PROVISIONS
(For Use Only with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1). This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.
2. FUND AVAILABILITY. CRS 24-30-202 (5.5). Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. INDEMNIFICATION. To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.
4. INDEPENDENT CONTRACTOR. 4 CCR 801-2 . THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.
5. NON-DISCRIMINATION. The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.
6. CHOICE OF LAW. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.
7. SOFTWARE PIRACY PROHIBITION Governor's Executive Order D 002 00. No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.
8. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507. The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Issued by the State Controller's Office Date Issued: 7/1/74 Rule 3-1 Date Revised: 8/1/05

CONTRACTOR:

Copper Mountain Fire Protection District
Legal Name of Contracting Entity

87-0731940

Social Security Number or FEIN

[Signature]
Signature of Authorized Officer

Stephen M. Lynn / Mitigation Coordinator
Print Name & Title of
Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)

By: _____
(Corporate Secretary or Equivalent)

STATE OF COLORADO:

BILL OWENS, GOVERNOR

Board of Governors of the Colorado State
University System, acting by and through
Colorado State University:

By: Frank Krupper
for

Printed Name: John P. Utterback

Title: Director of Purchasing

APPROVED:

By: [Signature]
Dean or Department Head

LEGAL SUFFICIENCY:

John W. Suthers

Attorney General, State of Colorado

By: _____
Robert Schur
University Contracts Counsel

**ALL CONTRACTS MUST BE APPROVED
BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

**STATE CONTROLLER:
LESLIE M. SHENEFELT**

By: Kathleen LaFollette

Date: 6.29.06

KATHLEEN LAFOLLETTE

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT
SCOPE OF WORK

Boulder Heights Glendale Gulch Fire Risk Reduction & Fuel Break Project

Project Location:

The 21 acre treatment unit is located approximately five miles northwest of Boulder, Colorado. The unit exists to the west of the upper Boulder Heights community and east of Glendale Gulch. The unit can be most easily accessed from Boulder by taking Lee Hill Road to Tall Pine Lane, Tall Pine to Deer Trail Road, and Deer Trail to Mine Lane, Overlook Lane, or Deer Trail Circle.

Legal Description: A portion of the eastern half of section 5 of Township 1 North, Range 71 West in Boulder County, Colorado

Parcel Numbers: Approximately 25 parcels

Size of Practice: 21 acres

Species: Predominantly ponderosa pine and Douglas-fir with scattered rocky mountain juniper

Estimated Duration: 3 months

Purpose:

The project has the following objectives:

- Reduce wildfire hazards for multiple homes in Boulder Heights by creating a shaded fuel break downhill on the west side of the community and in potential chimney areas.
- Reduce wildfire hazards by greatly reducing tree densities, removing ladder fuels, and modifying stand structure. Develop a much more open stand character.
- Improve forest health by increasing tree spacing and removing unhealthy trees.

Project Schedule:

The contractor will begin work on the project upon approval and signature of the Independent Services Contract. Work on the project must be completed no later than December 31, 2006. Work will proceed as agreed to by the contractor and CSFS forester with all work occurring to specifications throughout the identified area.

General Prescription/Target Stand:

The stand consists of a dense mix of ponderosa pine and Douglas-fir with scattered juniper. The project involves a fuel treatment unit located to the west of numerous homes along a ridge top. The fuel break is setup on west, north, and east facing aspects with slopes ranging from 0 to 100%. The remaining vegetation emphasis is to retain and manage ponderosa pine and Douglas-fir in excess of 12 inches in diameter with 15 to 20 foot spacing between tree crowns. An average of 40 trees of greater than 12" in DBH per acre will remain over the entire work site. Since stand conditions are variable, the retained number of trees will range between 20 and 60 trees per acre. Species and size diversity will be taken into account, but preference on tree selection will focus on the elimination of ladder fuels and the creation of crown spacing. The fuel break will be between 100 and 300 feet wide depending on slope operability, roads, and other natural and man-made features.

Initials:



Agreement Specifications and Requirements

1. Project Criteria

- a. The project area boundary has been marked with ORANGE flagging.
- b. All trees *without* yellow paint on the trunk are to be cut. Additional yellow painted trees may be cut in order to meet the "Target Stand" spacing standards above. Some landowners have placed pink flagging around additional trees within the unit that are to be retained.
- c. All trees felled will be cut to a stump height of less than 6-inch on the uphill side and severed completely.
- d. Felled trees must be limbed to a 3-inch or less top diameter.
- e. All retained trees within the unit must be limbed up to a minimum of 6 feet from the ground or 1/3 the height of the tree (whichever is less).

2. Removable Materials and Slash:

The objective of slash and materials treatment is to remove enough slash to reduce fuels buildup to an acceptable level, yet leave enough on site for future soil development and to prevent significant erosion on trails, disturbed areas, and steep slopes. The following guidelines should be used throughout the project area. There are five methods to treat the wood materials listed below in order of method priority. Onsite agreements with each property owner will determine method(s) used.

a. Directional Felling Contour Logs

1. Directionally felled contour logs are to be left on all slopes greater than 40% within the treatment unit to act as water and erosion barriers.
2. The contour logs are to be placed perpendicular to the main direction of the slope in a herring bone pattern with less than 300 lineal feet of boles per acre. The lengths shall be laid discontinuously throughout the unit so as not to touch each other or be stacked. The overall formation of the lengths of wood should alternate their location on the hillside. (Use "Figure 1" below as a guideline)
3. Contour logs must be limbed completely, be greater than 8 feet in length, and greater than 6 inches in diameter on the bottom and 3 inches in diameter on the top.
4. The boles must be left to lay perpendicular to the slope following the contour as much as possible.
5. All contour logs must have at least 50% of the log in contact with the ground and have existing anchors (stable rocks or stumps) on each side.

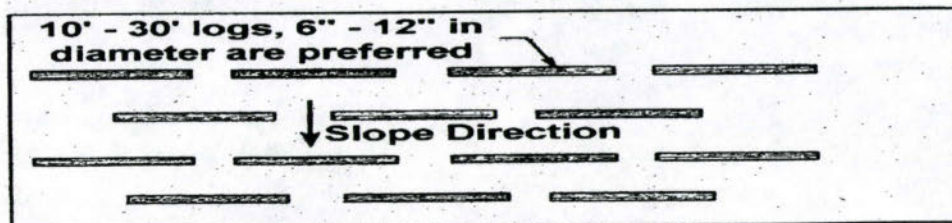


FIGURE 1 - Theoretical Pattern for Contour Tree Felling

Initials:

SL

b. Round Wood

1. Round wood over 6 inches in diameter, that is not used as part of the contour felling, shall be left for use as firewood. If round wood is near a road or home, it is to be stacked in an accessible location. If round wood is inaccessible, it is to be stacked "in-situ".
2. All cut trees over 6 feet long or over 6 inches in diameter should be limbed completely and bucked into sections measuring 8 feet or less.

c. Chipping

1. The slash less than six inches in diameter will be pulled to a nearby road or trail to be chipped.
2. That which is broadcast chipped back on the work site should be done to a maximum depth of 6" to ensure proper decomposition and nitrogen recycling.

d. Slash Piles

1. The slash less than six inches in diameter will be piled for wildlife habitat or for winter burning.
2. Piles shall be located in clearings at least 15 feet away from residual trees and 75 feet away from the main roads.
3. Piles shall be no larger than 8ft wide x 8ft long x 8ft high.
4. Piles shall be as compact as possible so that they do not topple, to prevent snow from entering them, and to facilitate complete combustion in the event that they are burned.
5. Piles shall not be placed on rock outcroppings, in ditches, near culverts, in streambeds, on roads, on stumps, or on down woody material greater than 6 inches in diameter.
6. All material in piles shall not exceed 6 inches in diameter.

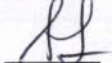
e. Lop and Scatter

1. Small amounts of slash may be left on the forest floor. Scattered slash should not exceed 12 inches in depth, six feet in length, or cover more than 50% of the ground in a discontinuous pattern.
2. This slash should be used to compliment the contour felling and erosion control, but should be minimized so as not cover the contours completely.

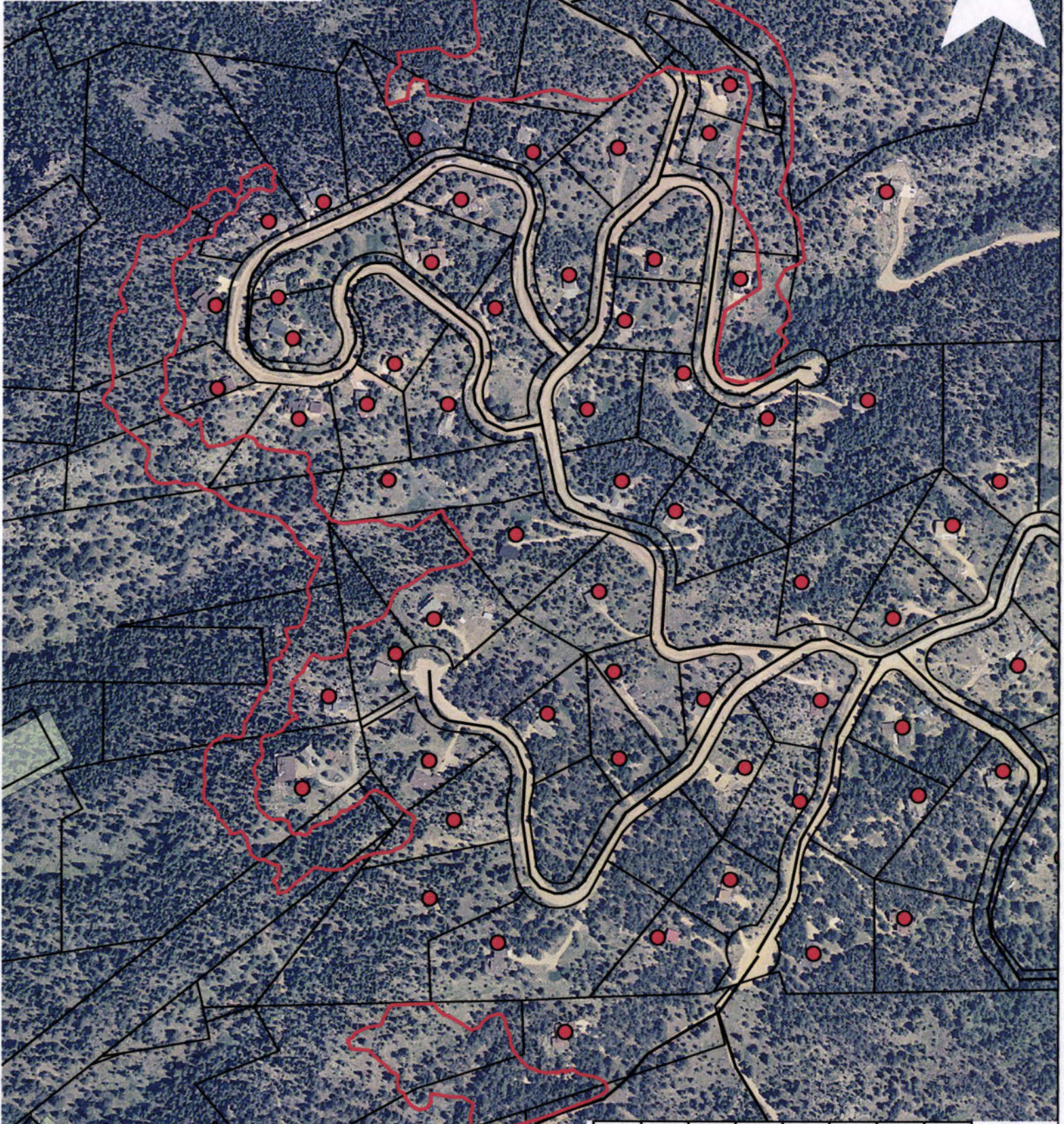
3. Mountain Pine Beetle & Ips Beetle Recognition and Prevention

- a. The contractor is responsible for treating any cut material in a timely fashion. Slash or round wood should never be within five feet of trees.
- b. The contractor is responsible for treating any trees with mountain pine beetle (MPB) or ips beetle infestation. The infested trees must be cut down then chipped, debarked, or undergo solar treatment.
- c. If significant beetle activity results from cutting, treatment in the unit may be postponed by the judgment of the CSFS representative.

Initials



- House
- Fuel Break GPS
- Ownership Parcel



0 255 510 1,020 Feet

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PAYMENT SCHEDULE

The contractor (Boulder Mountain Fire Protection District Mitigation Services) will be paid a total of \$22,000. Payments will be made upon inspection and approval of work completed to contract specifications. Payment requests may be submitted up to four times over the course of the project. Final payment will be held until all work is completed as per the specifications shown in this contract's Exhibit A. The contractor should note that it may take up to 4 weeks from the date of invoice to receive payment.

Invoices shall be submitted to:

Bob Bundy

Front Range Fuels Treatment Partnership Forester

Colorado State Forest Service

5625 Ute Highway

Longmont, Colorado 80503

303-823-5774

303-823-5768 (Fax)

rbundy@lamar.colostate.edu

Initials:

EXHIBIT C TO INDEPENDENT SERVICES AGREEMENT

Federal Funds Addendum

The following provisions shall be deemed incorporated and made a part of the Contract:

1. Certification:

a. Acceptance of this Subaward constitutes certification that the [Subrecipient] [Contractor] is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b. Acceptance of this Subaward constitutes certification that the Subrecipient is not delinquent on any Federal debt.

c. Acceptance of this Subaward constitutes certification that to the best of the Subrecipient's knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. Acceptance of this Subaward constitutes certification that the Subrecipient has an acceptable assurance for dealing with and reporting possible misconduct in science on file with the Office of Scientific Integrity, PHS.

e. Subrecipient agrees to notify CSU immediately if there is any change of status in a., b., c., or d. above.

2. Availability of Funds:

This contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State [by the United States Department of _____] for the purpose of contracting for the services provided for herein, and therefore, the contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this contract without liability, including liability for termination costs.

3. ☐ [Optional—check here if required]: Applicable Regulations: Audit:

The Uniform Administrative Requirements for Grants and Cooperative agreements to State and Local Governments (the "Common Rule"), and the applicable OMB Circulars cited therein, shall govern the allowability and allocability of costs under this contract. The State [and federal government] reserves the right to audit the contractor's books and records for a period of three years after contract expiration or termination in order to validate the allowability of costs paid under this contract, and any costs not allowable under the State procurement rules shall be reimbursed by the contractor, or offset against current obligations due by the State to the contractor, at the State's election.

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/14/2006

PRODUCER (303)926-8600 FAX (303)926-8606

Haddock Insurance Agency, Inc.

305-McCaslin Blvd., Suite 4

P. O. Box 270987

Louisville, CO 80027

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Boulder Mountain Fire Protection District

1905 Linden Drive

Boulder, CO 80304

INSURER A: American Alternative Ins. Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	CL0017297-7	04/01/2006	04/01/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY	CL0017297-7	04/01/2006	04/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER
					WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL INSURED TO: THE STATE OF COLORADO, COLORADO STATE UNIVERSITY AND BOARD OF GOVERNORS OF CSU SYSTEM.

CERTIFICATE HOLDER

COLORADO STATE UNIVERSITY
 ATTN: JOHN SWARO
 PURCHASING DEPARTMENT
 FORT COLLINS, CO 80523-0610

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
05/08/2006PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
DENVER CO 80230-7006THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE POLICIES BELOW.INSURED
BOULDER MOUNTAIN FIRE PROTECTION DISTRICT
1905 LINDEN DRIVE
BOULDER CO 80302**INSURERS AFFORDING COVERAGE****NAIC #**INSURER A: **Pinnacol Assurance****41190**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	4019082	05/01/2006	05/01/2007	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER TORY LIMITS E L EACH ACCIDENT \$100,000 E L DISEASE - EA EMPLOYEE \$100,000 E L DISEASE - POLICY LIMIT \$500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEE BACK OF CERTIFICATE FOR CLASS COVERAGE AND OWNERSHIP COVERAGE DETAIL

CERTIFICATE HOLDER910072
COLORADO STATE FORREST SERVICE
ATTN: BOB BUNDY
5625 UTE HIGHWAY
LONGMONT CO 80503-9130**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.**AUTHORIZED REPRESENTATIVE**Meredith Gilbert
Underwriter

ACORD CORPORATION 1988

ACORD 25 (2001/08)

CERTIFICATE HOLDER COPY

IMPORTANT

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COLORADO STATE FORREST SERVICE
ATTN: BOB BUNDY
5625 UTE HIGHWAY
LONGMONT CO 80503-9130

POLICY NUMBER: 4019082
BUSINESS LOCATION: BOULDER MOUNTAIN FIRE PROTECTION DISTRIC

CLASSIFICATION OF OPERATION CLASS DESCRIPTION	COVERAGE EFFECTIVE	COVERAGE EXPIRES	RATING TYPE
770405 FIREFIGHTERS & DRIVERS	05/01/2006	05/01/2007	EM
770405 FIREFIGHTERS & DRIVERS	05/01/2006	05/01/2007	VF
881105 NON-SALARIED BD MEMBERS	05/01/2006	05/01/2007	BD

INDEPENDENT SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the Effective Date in section 2 below. By signing below, the parties agree that Contractor, as an independent contractor and not as an employee, shall timely and competently perform the services described in the scope of work attachment, Exhibit A to this Contract, under the terms and conditions set forth in this Contract.

I. PARTIES:

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY, AN INSTITUTION OF HIGHER EDUCATION OF THE STATE OF COLORADO, HEREINAFTER REFERRED TO AS "UNIVERSITY" OR "CSU"
CONTACT NAME: Bob Bundy
DEPARTMENT: Colorado State Forest Service
5060 CAMPUS DELIVERY
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523-5060
TELE: (303) 823-5774
FAX: (303) 823-5768
EMAIL: rbundy@lamar.colostate.edu

FULL LEGAL NAME OF CONTRACTOR:
Boulder Mountain Fire Protection District Mitigation Services
TYPE OF BUSINESS: <u>Non-Profit Corp.</u>
STATE OF BUSINESS REGISTRATION: CO
BUSINESS ADDRESS: 1905 Linden Drive
CITY, STATE, ZIP: Boulder, CO 80304
FEIN or TAX ID#: 87-0731940
CONTACT NAME: Steve Lynn
DEPARTMENT: N/A
TELE: (303) 440-0235
FAX: (303) 440-5247
EMAIL: mitigation@bouldermountainfire.org

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. 5-36828; and

WHEREAS, the Contractor was selected in accordance with State law as a result of Not Applicable number _____;

NOW, THEREFORE, the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows.

II. TERMS AND CONDITIONS OF THE CONTRACT

1. **Independent Contractor; Relationship of the Parties.** The parties aver that:

- a. The Contractor is not subject to University's control as to the means and methods of accomplishing the work to be performed hereunder, but the University may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables;
- b. The Contractor selects its own customers or clients and is free to contract with others during the term of this Contract;
- c. The Contractor, if a sole proprietor, represents and warrants that he/she ☐ has ☒ has not previously been an employee of the State of Colorado either as a temporary or permanent employee. **If "has" is checked, a statement setting forth the name of the agency or department in which the Contractor was employed, the last date of employment and the nature of the assigned duties must be provided on a separate sheet; and**
- d. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the State Controller or the Controller's authorized delegate; or (2) the following date: _____ and shall terminate on December 31, 2006 unless sooner terminated as provided herein or extended by mutual written agreement of the parties. **Contractor expressly acknowledges and agrees that, pursuant to CRS 24-30-202 and the State Fiscal Rules, this contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The State Controller or his/her**

delegate shall sign last. The Contractor is not authorized to begin performance until the Contract is signed and dated by the State Controller or Controller's delegate, below. If performance begins prior to the Effective Date, the University, the Board of Governors, and the State of Colorado shall not be obligated to pay for the goods and/or services provided prior to such date.

3. **Payment Terms.**

a. **Check one box only:**

- i. ☒ **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of \$22,000.00 payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
- ii. ☐ **This is not a fixed price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed _____ and the basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.
- iii. **Method of Payment.** The University will remit payment to the Contractor via electronic funds transfer (EFT) to the account(s) specified by the Contractor unless a different payment method is specified on Exhibit B. The Contractor may designate a new account for receipt of any payment at any time during the term of this Contract by providing written notice to University containing all of the information required under this subsection. University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Contractor's prior account.

4. **Inspection and Acceptance of Services.** The University reserves the right to inspect the services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes the works and any tangible things produced or delivered in the performance of services, whether or not complete. If any of the services do not conform with contract requirements, the University may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (1) require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this contract, or remedies otherwise available at law.

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Insurance Requirements**

A. The contractor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
- 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

Notwithstanding this subsection A, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the

term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

4) (only if checked ☐) Professional liability insurance with minimum limits of liability of not less than \$1,000,000.

B. The State of Colorado and Colorado State University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail (10 days for nonpayment of premium).

D. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

F. The contractor shall provide certificates showing insurance coverage required by this contract to the State upon execution of this contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

7. **Ownership of Work Products.** All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be works for hire and are the exclusive property of the University. All such materials shall be delivered to the University by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, nor cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the University. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
8. **Time is of the Essence.** All time limits, time periods, milestones and completion dates stated in the contract documents are of the essence of this contract.
9. **Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.
10. **Termination for Convenience.** The University may terminate this contract at any time the University determines that the purposes of the distribution of State moneys under the contract would no longer be served by completion of the project. The University shall effect such termination by giving written notice of termination to the contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the University, become its property, and the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

If the contract is terminated by the University as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. In no event shall reimbursement under this clause exceed the contract

amount. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.

11. **Notices.** All notices required to be given under this Contract shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are set forth in Article I, Parties, herein above. **A copy of every notice to CSU shall be provided to: Office of the General Counsel, 01 Administration Building, 0006 Campus Delivery, Fort Collins, CO 80523-0006.**
12. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.
13. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this contract without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this contract, without waiver of any other right or remedy, upon notice of Contractor=s assignment or subcontract in violation of this section.
14. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
15. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.
16. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
17. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
18. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
19. **Exhibits.** If checked, the following exhibits are attached, initialed by the signatories, and hereby made a part of this Contract:
 - ☒ Exhibit A: Scope of Work
 - ☒ Exhibit B: Payment Provisions
 - ☒ Exhibit C: Federal Funds Addendum
 - ☐ Other: _____
20. This Agreement may be executed with any number of counterparts, each of which, when executed and delivered will constitute an original, but all such counterparts will constitute one and the same instrument.
21. The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:

SPECIAL PROVISIONS
(For Use Only with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1). This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.
2. FUND AVAILABILITY. CRS 24-30-202 (5.5). Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. INDEMNIFICATION. To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.
4. INDEPENDENT CONTRACTOR. 4 CCR 801-2. THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.
5. NON-DISCRIMINATION. The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.
6. CHOICE OF LAW. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.
7. SOFTWARE PIRACY PROHIBITION Governor's Executive Order D 002 00. No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.
8. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507. The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Issued by the State Controller's Office Date Issued: 7/1/74 Rule 3-1 Date Revised: 8/1/05

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

Boulder Mountain Fire Protection District
Legal Name of Contracting Entity

87-0731940
Social Security Number or FEIN

Stephen M. Lynn
Signature of Authorized Officer

Stephen M. Lynn / Mitigation Coordinator
Print Name & Title of
Authorized Officer

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)

By: _____
(Corporate Secretary or Equivalent)

STATE OF COLORADO:

BILL OWENS, GOVERNOR

Board of Governors of the Colorado State
University System, acting by and through
Colorado State University:

By: _____

Printed Name: John P. Utterback
Title: Director of Purchasing

APPROVED:

By: _____
Dean or Department Head

LEGAL SUFFICIENCY:

John W. Suthers
Attorney General, State of Colorado

By: _____
Robert Schur
University Contracts Counsel

**ALL CONTRACTS MUST BE APPROVED
BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

**STATE CONTROLLER:
LESLIE M. SHENEFELT**

By: _____

Date: _____

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT
SCOPE OF WORK

Boulder Heights Glendale Gulch Fire Risk Reduction & Fuel Break Project

Project Location:

The 21 acre treatment unit is located approximately five miles northwest of Boulder, Colorado. The unit exists to the west of the upper Boulder Heights community and east of Glendale Gulch. The unit can be most easily accessed from Boulder by taking Lee Hill Road to Tall Pine Lane, Tall Pine to Deer Trail Road, and Deer Trail to Mine Lane, Overlook Lane, or Deer Trail Circle.

Legal Description: A portion of the eastern half of section 5 of Township 1 North, Range 71 West in Boulder County, Colorado

Parcel Numbers: Approximately 25 parcels

Size of Practice: 21 acres

Species: Predominantly ponderosa pine and Douglas-fir with scattered rocky mountain juniper

Estimated Duration: 3 months

Purpose:

The project has the following objectives:

- Reduce wildfire hazards for multiple homes in Boulder Heights by creating a shaded fuel break downhill on the west side of the community and in potential chimney areas.
- Reduce wildfire hazards by greatly reducing tree densities, removing ladder fuels, and modifying stand structure. Develop a much more open stand character.
- Improve forest health by increasing tree spacing and removing unhealthy trees.

Project Schedule:

The contractor will begin work on the project upon approval and signature of the Independent Services Contract. Work on the project must be completed no later than December 31, 2006. Work will proceed as agreed to by the contractor and CSFS forester with all work occurring to specifications throughout the identified area.

General Prescription/Target Stand:

The stand consists of a dense mix of ponderosa pine and Douglas-fir with scattered juniper. The project involves a fuel treatment unit located to the west of numerous homes along a ridge top. The fuel break is setup on west, north, and east facing aspects with slopes ranging from 0 to 100%. The remaining vegetation emphasis is to retain and manage ponderosa pine and Douglas-fir in excess of 12 inches in diameter with 15 to 20 foot spacing between tree crowns. An average of 40 trees of greater than 12" in DBH per acre will remain over the entire work site. Since stand conditions are variable, the retained number of trees will range between 20 and 60 trees per acre. Species and size diversity will be taken into account, but preference on tree selection will focus on the elimination of ladder fuels and the creation of crown spacing. The fuel break will be between 100 and 300 feet wide depending on slope operability, roads, and other natural and man-made features.

Initials:



Agreement Specifications and Requirements

1. Project Criteria

- The project area boundary has been marked with ORANGE flagging.
- All trees *without* yellow paint on the trunk are to be cut. Additional yellow painted trees may be cut in order to meet the "Target Stand" spacing standards above. Some landowners have placed pink flagging around additional trees within the unit that are to be retained.
- All trees felled will be cut to a stump height of less than 6-inch on the uphill side and severed completely.
- Felled trees must be limbed to a 3-inch or less top diameter.
- All retained trees within the unit must be limbed up to a minimum of 6 feet from the ground or 1/3 the height of the tree (whichever is less).

2. Removable Materials and Slash:

The objective of slash and materials treatment is to remove enough slash to reduce fuels buildup to an acceptable level, yet leave enough on site for future soil development and to prevent significant erosion on trails, disturbed areas, and steep slopes. The following guidelines should be used throughout the project area. There are five methods to treat the wood materials listed below in order of method priority. Onsite agreements with each property owner will determine method(s) used.

a. Directional Felling Contour Logs

- Directionally felled contour logs are to be left on all slopes greater than 40% within the treatment unit to act as water and erosion barriers.
- The contour logs are to be placed perpendicular to the main direction of the slope in a herring bone pattern with less than 300 lineal feet of boles per acre. The lengths shall be laid discontinuously throughout the unit so as not to touch each other or be stacked. The overall formation of the lengths of wood should alternate their location on the hillside. (Use "Figure 1" below as a guideline)
- Contour logs must be limbed completely, be greater than 8 feet in length, and greater than 6 inches in diameter on the bottom and 3 inches in diameter on the top.
- The boles must be left to lay perpendicular to the slope following the contour as much as possible.
- All contour logs must have at least 50% of the log in contact with the ground and have existing anchors (stable rocks or stumps) on each side.

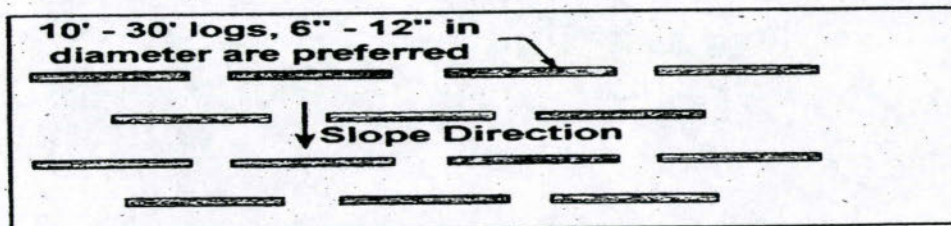


FIGURE 1 - Theoretical Pattern for Contour Tree Felling

Initials:

SL

b. Round Wood

1. Round wood over 6 inches in diameter, that is not used as part of the contour felling, shall be left for use as firewood. If round wood is near a road or home, it is to be stacked in an accessible location. If round wood is inaccessible, it is to be stacked "in-situ".
2. All cut trees over 6 feet long or over 6 inches in diameter should be limbed completely and bucked into sections measuring 8 feet or less.

c. Chipping

1. The slash less than six inches in diameter will be pulled to a nearby road or trail to be chipped.
2. That which is broadcast chipped back on the work site should be done to a maximum depth of 6" to ensure proper decomposition and nitrogen recycling.

d. Slash Piles

1. The slash less than six inches in diameter will be piled for wildlife habitat or for winter burning.
2. Piles shall be located in clearings at least 15 feet away from residual trees and 75 feet away from the main roads.
3. Piles shall be no larger than 8ft wide x 8ft long x 8ft high.
4. Piles shall be as compact as possible so that they do not topple, to prevent snow from entering them, and to facilitate complete combustion in the event that they are burned.
5. Piles shall not be placed on rock outcroppings, in ditches, near culverts, in streambeds, on roads, on stumps, or on down woody material greater than 6 inches in diameter.
6. All material in piles shall not exceed 6 inches in diameter.

e. Lop and Scatter

1. Small amounts of slash may be left on the forest floor. Scattered slash should not exceed 12 inches in depth, six feet in length, or cover more than 50% of the ground in a discontinuous pattern.
2. This slash should be used to compliment the contour felling and erosion control, but should be minimized so as not cover the contours completely.

3. Mountain Pine Beetle & Ips Beetle Recognition and Prevention

- a. The contractor is responsible for treating any cut material in a timely fashion. Slash or round wood should never be within five feet of trees.
- b. The contractor is responsible for treating any trees with mountain pine beetle (MPB) or ips beetle infestation. The infested trees must be cut down then chipped, debarked, or undergo solar treatment.
- c. If significant beetle activity results from cutting, treatment in the unit may be postponed by the judgment of the CSFS representative.

Initials:

SL

- House
- Fuel Break GPS
- Ownership Parcel



**EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PAYMENT SCHEDULE**

The contractor (Boulder Mountain Fire Protection District Mitigation Services) will be paid a total of \$22,000. Payments will be made upon inspection and approval of work completed to contract specifications. Payment requests may be submitted up to four times over the course of the project. Final payment will be held until all work is completed as per the specifications shown in this contract's Exhibit A. The contractor should note that it may take up to 4 weeks from the date of invoice to receive payment.

Invoices shall be submitted to:
Bob Bundy
Front Range Fuels Treatment Partnership Forester
Colorado State Forest Service
5625 Ute Highway
Longmont, Colorado 80503

303-823-5774
303-823-5768 (Fax)
rbundy@lamar.colostate.edu

Initials:

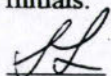


EXHIBIT C TO INDEPENDENT SERVICES AGREEMENT

Federal Funds Addendum

The following provisions shall be deemed incorporated and made a part of the Contract:

1. Certification:

a. Acceptance of this Subaward constitutes certification that the [Subrecipient] [Contractor] is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b. Acceptance of this Subaward constitutes certification that the Subrecipient is not delinquent on any Federal debt.

c. Acceptance of this Subaward constitutes certification that to the best of the Subrecipient's knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. Acceptance of this Subaward constitutes certification that the Subrecipient has an acceptable assurance for dealing with and reporting possible misconduct in science on file with the Office of Scientific Integrity, PHS.

e. Subrecipient agrees to notify CSU immediately if there is any change of status in a., b., c., or d. above.

2. Availability of Funds:

This contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State [by the United States Department of _____] for the purpose of contracting for the services provided for herein, and therefore, the contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this contract without liability, including liability for termination costs.

3. ☐ [Optional—check here if required]: Applicable Regulations; Audit:

The Uniform Administrative Requirements for Grants and Cooperative agreements to State and Local Governments (the "Common Rule"), and the applicable OMB Circulars cited therein, shall govern the allowability and allocability of costs under this contract. The State [and federal government] reserves the right to audit the contractor's books and records for a period of three years after contract expiration or termination in order to validate the allowability of costs paid under this contract, and any costs not allowable under the State procurement rules shall be reimbursed by the contractor, or offset against current obligations due by the State to the contractor, at the State's election.

Jun. 14. 2006- 3:33PM

926 8606 HADDOCK INSURANCE

No. 4078

P. 1

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/14/2006

PRODUCER (303)926-8600 FAX (303)926-8606

Haddock Insurance Agency, Inc.

305 McCaslin Blvd., Suite 4

P. O. Box 270987

Louisville, CO 80027

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Boulder Mountain Fire Protection District

1905 Linden Drive

Boulder, CO 80304

INSURER A: American Alternative Ins. Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	CL0017297-7	04/01/2006	04/01/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY	CL0017297-7	04/01/2006	04/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL INSURED TO: THE STATE OF COLORADO, COLORADO STATE UNIVERSITY AND BOARD OF GOVERNORS OF CSU SYSTEM.

CERTIFICATE HOLDER

COLORADO STATE UNIVERSITY
ATTN: JOHN SWARO
PURCHASING DEPARTMENT
FORT COLLINS, CO 80523-0610

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Barbara K. Menger



United States Department of the Interior

Bureau of Land Management
3170 East Main Street
Cañon City, Colorado 81212



In Reply Refer to:
9212/9214
(CO200)JS

April 25, 2006

Dear David Bailey, Boulder Heights Subdivision Representative:

This letter serves as authorization to conduct fuels reduction work on BLM lands adjacent to the Boulder Heights Subdivision. In October of 2004, the Royal Gorge Field Office of the BLM completed a Categorical Exclusion (CO200-2004-0082CE) that allows for the creation of "Extended Defensible Space" on BLM lands adjacent to private lands where homeowners are doing work to mitigate fire danger on private property. This allows the landowner to conduct fire mitigation work on BLM lands in the same manner that they treat their own land, up to 200 yards from the BLM/private boundary.

The work that will be performed under this authorization is to be the construction of a shaded fuel break on several parcels of private lands and will cross a small segment of BLM administered lands as shown on the attached map. Work will be performed using hand crews with chainsaws and resulting slash from the project will be chipped. With this type of work, there are stipulations that need to be adhered to while working on BLM lands under this Categorical Exclusion. These stipulations are as follows:

1. Removal of any merchantable wood for biomass, fuelwood, corral poles, fence posts or small sawtimber from BLM lands will require a BLM Vegetative Permit (5450-5) or a BLM firewood permit.
2. Work should not take place between May 15th and July 15th to avoid migratory bird nesting.
3. Operators and landowners are required to notify RGFO archeology staff if any cultural resources are encountered during fuels treatment activities.
4. Equipment used for fuels management would be cleaned before arriving on site and leaving to reduce the spread of noxious weeds.
5. The landowners/subdivision is responsible for the implementation of the project and will ensure that all lands being treated have appropriate permissions from the respective landowner. The BLM makes no claims as to the accuracy or locations of property boundaries.

If you have questions or would like additional information, please contact John Smeins at (719) 269-8581 or Glenda (719) 269-8582. Thank you for your interest in the management of public land within the Royal Gorge Field Office.

Sincerely,

Roy L. Masinton
Field Manager
Royal Gorge Field Office

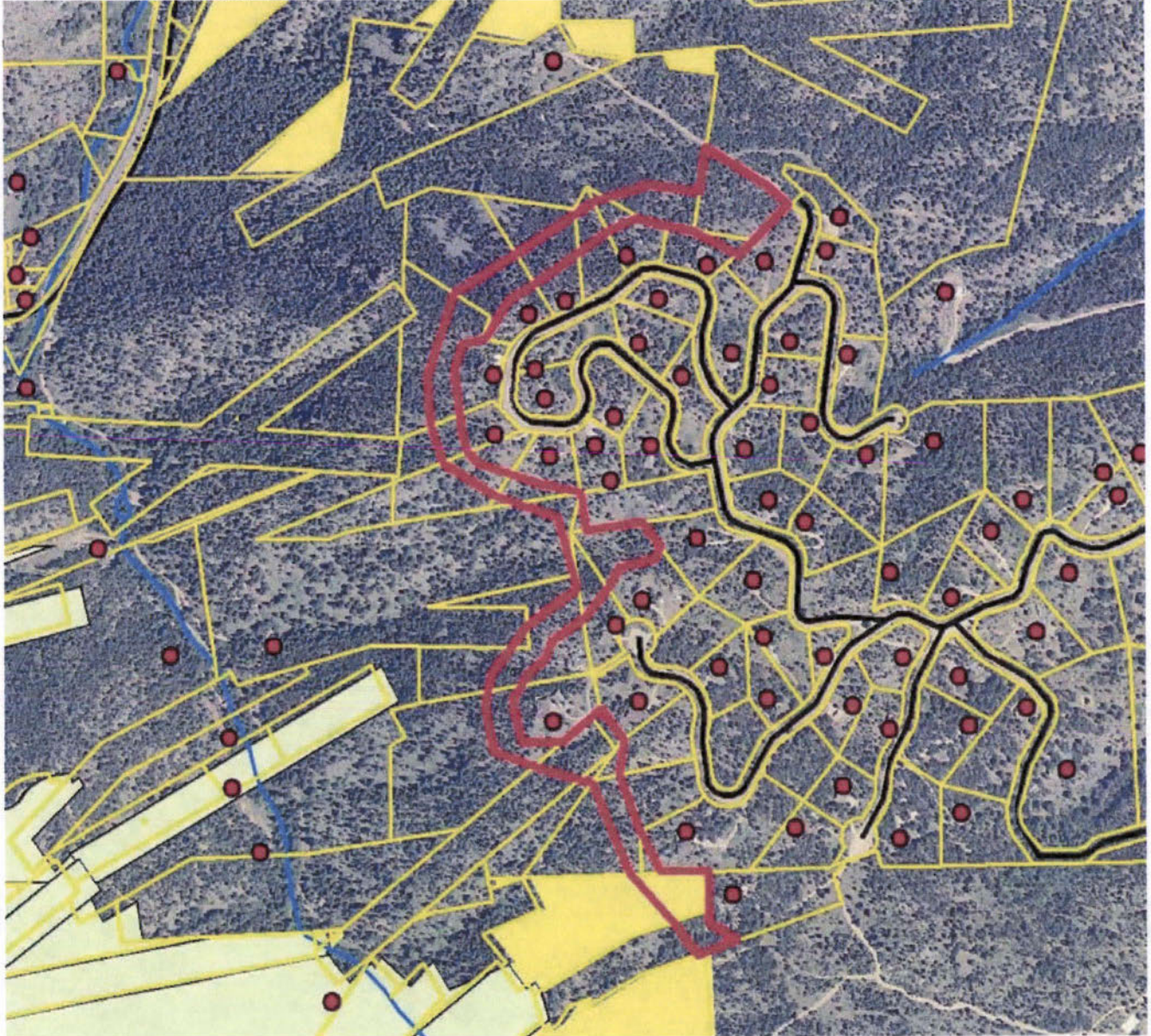
Attachment: 1- Boulder Heights Fuel Break Map

Attachment 1 - Proposed Boulder Heights Fuel Break Map,

Proposed Fuelbreak shown in red

Private lot boundaries shown in yellow outline

BLM administered lands shown in solid yellow



Concerned Residents above Glendale Gulch and Left Hand Canyon

Third Group Meeting – April 4, 2006 – 7:00 pm

Agenda

- 1. Welcome** - Please sign an attendance list and include your address.
- 2. Proposed Shaded Fuel Break**
 - a. Purpose and Description
 - b. Fire Break System in BMFPD
 - c. Proposed Layout – see prepared maps
 - d. Fuel identification, approval, and fuel removal - begins this month
 - e. Slash Treatment – depends on accessibility and slope
Will use fuel removal, "Chipping", and "Lop and Lay" but no burning.
Will use two contractors plus Americorp workers
- 3. The Grant Program - \$40,000**
 - a. The Grant - \$20,000 from the Front Range Fuel Treatment Partnership arranged by the Colorado State Department of Forestry
 - b. The Match – \$20,000 from the residents by May 1, 2006
 - \$800 from each residence
 - Construction cannot begin until Matching Funds have been collected.
 - Insufficient match - treated area will be decreased or all funds returned.
 - No in-kind funds for forest labor.
 - Exit audit with any excess funds reimbursed.
- 4. Vote** – Resolved that the Concerned Residents above Glendale Gulch and Left Hand Canyon accept the grant money and give their approval to proceed with the construction of the West Community Fuel Break. Each residence will contribute \$800 toward the match.
- 5. Committees**
 - a. Planning Committee
 - b. Permissions Committee – need volunteers - will have in-kind support
 - c. Matching Funds Committee – need volunteers - will have in-kind support
- 6. Things to do before Construction begins - May 1, 2006**

Affected Landowners – Find corner pins for your lot, give permission to enter land and mark trees, and approve the fuel removal. Property whose owners do not give permission and pay the match will not be treated.

All residences – \$800 match
- 7. Group Celebration this summer?**

Let's Build the Break

Voting Results : 22 for, 0 against

Landowners write a \$800 check to "BMFPD-Mitigation Services"

Reminder – Fuel Break Group Meeting No. 3

April 4, 2006 – 7:00 pm at the Baileys - 328 Overlook Lane – (303) 447-8696

- **It is everyone's responsibility to do what we can to protect ourselves and our neighborhood from wildfire.**
- **We have the opportunity to build a fuel break that will be our first line of defense from a wildfire approaching our neighborhood from the west.**
- **We have a plan. We have one-half of the funds. Now we need your commitment and support to build it.**
- **What a deal! Where else can you get \$40,000 worth of heavy work and protection for only \$800.**

Please come to this meeting and Lets Build the Break!

Concerned Residents above Glendale Gulch and Left Hand Canyon
Second Group Meeting – February 28, 2006 – 7:00 pm

In attendance to answer questions:

- a. John Benson - BMFPD Chief
- b. Steve Lynn - BMFPD Fire Mitigation Officer

Meeting Agenda

1. Welcome

Please sign an attendance list and include your address.

2. Information

- a. Grant Program
 - i. History of this funding program
 - ii. Status of our proposal
- b. Description of proposed Fuel Break
 - i. Design features
 - ii. Visual impact
- c. Planning
 - i. Layout, evaluation, and coordination on each property
 - ii. Permission of effected landowners
- d. Costs
 - i. Federal money
 - ii. Matching money
 - iii. In-Kind Labor and Record Keeping
- e. Building the Break
 - i. Contractor selection and timing
 - ii. Slash and timber removal
- f. Maintenance
- g. Officers and Standing Committees – to be selected after the grant is awarded
 - i. Officers - President, Secretary / Treasurer, Social Chairman
 - ii. Route, Maps and Permissions Committee
 - iii. Records, Finances, Reports, and Insurance Committee

3. Other Questions and Comments

We will keep you posted about the progress of our proposal.

Thanks for coming.

Questions for Alan Owen – Colorado State Forester - (303) 823-5774

- a. Please give an overview of this grant. Federal money but handled through the state? Is it still available for 2006?
- b. Tell him about the level of participation in the neighborhood with near complete front row participation. *75% of 54 homes* *30,000*
- c. The grant calls for a shaded fuel break, 200 feet wide – 23 acres. Is that wide enough considering the slope and the wind? Is that the best type of break? Use rock outcroppings. How far below the houses?
- d. Steve Lynn estimated \$60K to do the work. We asked for \$30K with \$30K match.
What if less is awarded? Is the match reduced as well?
How is it awarded per year? Or at the end?
Can the work be spread out to three years?
Is it all right to focus on one part of the project in the first year and put off the other part till the second?
- e. What do we do about a property owner that does not contribute to the match? Give permission to cross his land?
- f. Discuss best methods of slash removal.
- g. Assuming that the grant is awarded.
Who decides when we are ready to start the actual work part of the project.
Who should we be talking with about details – state or Federal?
We hope to use the state forester's office to layout the path of the break. Is this OK?
We will need help in identifying potential groups to do the heavy work.
Talk about neighborhood labor match. How is this documented?
- h. The BLM land - I talked with Dennis Zachman 9/3/05.
He said they work with Bob Bondi in the state office.
They have a similar project active at this time – Where is it?
They can move funds to the state to do a job.

Thank you.

What about other projects such as improving the existing road from Roxbury down to Lee hill road?
Or down to Sunshine saddle?

Bolder Heights

16 people \times 2 hrs \times 17.55 \approx \$500

Mintley will come out

\$22 grant for PBH

\$30 grant for BH

Dear trail to sunrise ^{saddle} / church camp fuel break Paul Hernal
Mie to sky trail

Downhill first w/ money

Uphill with additional funds

Axbury Lane - do they want to go this far - possibly not with
this grant phase 2

? when mit crew on board?

Group will collect permission - 6 months for PBH for grant to cut

* Make map of overall fuel break w/ D-space circles
then add parcels and interested owners

Ownership GLM vs BoCo

In-kind policy

Not granted under defensible space

? No D-spaces

talk w/ Steve about D vs. fuel break and distinction/merit

In kind good in D-space or not

Oct & Nov for BM&PD crew - Ips beetle

Liability waiver for homeowners insurance for work on neighbors

Slash - top, burn when possible, create counter logs, 50% logs, & piles

Pictures before and after

david bailey - dtcabailey@comcast.net (303) 447-8696
cheryl

Fuel Break Progress Report

The construction of our original fuel break is complete now below Mine and Overlook Lanes and Deer Trail Circle around to the top of Roxbury Lane. All properties in this break for which permission was given were mitigated when the break could be built in the state foresters' approved location. Work is fully funded and continues on the Extension Fuel break, as weather permits, east from Roxbury Lane and will conclude at the cul-de-sac on Falcon Crest. In a separate project funded by the BMFPD and the Colorado State Forest Service, work has been done to tie the south end of our fuel break to the break being constructed on the church camp property. In an additional project, Ben Foster has obtained state funding to mitigate both sides of Roxbury Lane down to his home. When complete, our neighborhood should be in a much improved wild fire situation. Thanks to everyone who has participated.

In addition, after the snow in mid-October, burning of the slash piles has begun on the Hart and BLM properties. The burning program will continue, when snow and wind conditions permit, throughout this winter.

Each property owner with slash piles from this project on their property, and who wish to have those piles burned, will need to obtain a Burning Permit from Boulder County. See <http://www.co.boulder.co.us/health/environ/airquality/outdoorair/openburn/burnpermit.asp>.

Here is some general information to complete the burning permit form: Location is your address. Subdivision is Boulder Heights. Local fire department is Boulder Mountain Fire. Type of debris is slash. Number of piles is 11-20. Type of burn is Wildfire Mitigation Burn. Diameter is 6 ft. Height is 4 ft. Start Date is today. End date is March 31, 2007.

Question or comments about any of this should be directed to Steve Lynn, BMFPD. (303) 440-0235.

Wrap up Business Meeting and Conclusion Celebration

We will hold the final group meeting for the fuel breaks on Sunday, December 3, at 4:00 pm at BMFPD Fire Station No. 2 on Overlook Lane. The main order of business is to decide what to do with the remaining funds collected from the group before fuel break construction was begun. Decisions will be made by a majority of those present.

A celebration will follow the business meeting to thank all of those who made this project possible. Cider and donuts will be provided. We have invited everyone who played a role in build our breaks to this celebration including sawyers, foresters, planners, etc. Please come and greet the workers who built our difficult project.

David Bailey
328 Overlook Lane
(303) 447-8696

Everyone who helped build the Upper Boulder Heights Fuel Break is invited to a celebration

On Sunday December 3 from 4-6 pm at the BMFPD Station No. 2 on Overlook Lane, we are having the final business meeting for the fuel break followed by a group thank you for all of the folks who participated in this project. We invite you and anyone you might wish to bring along to attend and be welcomed by the Upper Boulder Heights neighborhood.

David Bailey
328 Overlook Lane
drcabaley@comcast.net
303-447-8696

.....Ready,Set,Go

Notice – We just received notice that this summer there will be a program to help homeowners pay for chipping branches cut from their defensible space. Please talk with Steve Lynn, BMFPD- 303-440-0235, if you are interested. The deadline to apply is June 6.

Project Overview

Our goal for almost a year has been to build fuel break protection for upper Boulder Heights. We now have the grant money, the residents' contributions, and most of the landowner permissions to complete this goal. Construction in some areas may start next week. At our last group meeting, approval was unanimously given to build the original Fuel Break that primarily protects us on the west and north. Since then, a strong interest developed to extend the original Fuel Break around to Falcon Crest cul-de-sac that would give us additional protection primarily to the north and east. In addition, we should recall the Church Camp Fuel Break, that others are building, which connects to ours near Mine Lane and increases our protection on the south (please see the map at the end of this newsletter). When all of this construction is completed later this summer, the residents of upper Boulder Heights should rest a little easier knowing that we have increased our protection against wildfires approaching us from almost any direction. The recent fire near Pine Brook Hills and the three in Left Hand Canyon remind us that the threat of wildfire is always with us. It is time to Build our Breaks.

By adding the extension below Falcon Crest, we increase our total wildfire protection and also improved the overall participation in permissions and contributions to both of our projects. This addition to the Original Fuel Break will be called "The Extension Project" and will be handled financially and administratively as a separate and distinct project from the "Original Fuel Break Project". Both projects are of value to all the residents of upper Boulder Heights, but most residents associate themselves more closely with one project or the other. A small group of residents has formed a separate support group to contribute to the Extension Project. Both projects will move forward in a parallel manner.

If you have questions or concerns, please contact David Bailey – (303) 447-8696.

News about The Original Fuel Break Project

A. Money and Costs – We have exceeded the \$20,000 goal necessary to match our grant for the Original Fuel Break Project by raising over \$25,000 from the community. A resounding "thank you" to all who have contributed and a special thanks to Carol Ford, Cathie Martyny, and Dara Rotunno for their time and hard work. We hope that those who said that they would contribute but have not yet done so will join us soon. If any others still wish to join this effort, contributions will continue to be accepted until the project is completed. Please write your check to "BMFPD – Mitigation Services" and send it directly to David Bailey, 328 Overlook Lane, and I will put it into the Original Fuel Break Project account.

Our best estimate right now for the final cost of the Original Fuel Break project is still \$40,000 (grant money + community money). If the final costs exceed what is anticipated, then we will need another vote of the group to spend more of the money that has already been collected.

We will have a group meeting in late summer after the project is completed and the bills are paid to discuss what to do with any remaining funds.

B. Permissions for the Original Fuel Break – As you will see from the red zone on the attached map, the gathering of permissions was a huge success. Long stretches of permissions exist with only two gaps. **Thanks to everyone who has given their permission to build the fuel break on their property.** Thanks also to **Chris Blue, Nancy and Bob Callis,** and **Tanya Alspach** for their help in collecting these permissions. Also thanks to **Cheryl Bailey** for many hours on the phone.

C. BLM Land - On April 25, **John Smeins** of the BLM visited and we walked their property. We now have their final permission for fuel reduction on this land. We thank the BLM for their participation in this project.

News about The Extension Project

The residences on Roxbury Rd, Falcon Crest, and one on the end of Deer Trail Circle (see the list on page 6 of this report), who have a major stake in the wildfire protection that the Extension will provide, have formed a separate support group for this project. Their contributions are used exclusively to support the Extension Project.

A. Money and Costs - We have collected over \$3000 from this group toward the construction of the Extension Fuel Break. **A resounding "thank you" to those who contributed.** A special thanks to **Glen and Kathy Fry** and **Ben and Susan Foster** for their interest and enthusiasm for this project. If anyone else wishes to participate, contributions will be accepted until the project is completed. Please write your check to "BMFPD – Mitigation Services" and send it directly to **David Bailey, 328 Overlook Lane,** and I will deposit it into the Extension account.

Our best estimate right now for the final cost of the Extension Project is \$4500. Additional funds to extend the residents' contributions have been obtained.

We will have a group meeting in late summer after the project is completed and the bills are paid to discuss what to do if any funds remain.

B. Permissions - As you will see from the red zone on the attached map the gathering of permissions for this project was also very successful. **Thanks to the Jormans, Patrick Wickman,** and **the Frys** for their permissions to build this Fuel Break on their property. A special thanks to **Willie and Beverlyn Jorman** whose permissions contributed to both fuel break projects.

C. The Opportunity - This Extension has been approved by our BMFPD and the Colorado State Department of Forestry. An extension of our fuel break eastward has been part of the plans of the BMFPD for the eventual fuel break system in Boulder Heights. We have chosen to build the Extension now, rather than wait for some future time when the next fuel break grant becomes available. The Colorado State Forest Service has said that money for fuel break grants like the one we received will probably be much more difficult to obtain in the future due to Federal budget cuts.

General Comments for both Projects

A. Out of Town Notification - Please note. If you are one of our landowners in the Break and plan to be out of town for more than 3 consecutive weekdays between May 15 and June 30, please contact Steve Lynn (303-440-0235) so that we will be able to work on your property during your absence following the steps given below in Section C.

B. Marking the Fuel Breaks Continues - A crew is working to mark the edges of the Fuel Break with orange plastic tape on properties where permission has been given and also to mark the trees within the Break to be saved with a spot of yellow paint. This work is being done by Bob Bundy (Colorado State Forest Service) and Eric Philips (Boulder County Fire Mitigation Officer) who work for us without charge. We thank these forest professionals who are helping make these projects possible.

C. Steps of the process leading to Construction of the Break:

- a. Once a section of the break has been marked, Steve Lynn (BMFPD) will notify each landowner in person or by email, mail, or phone that it is time for them to review the recommended tree thinning (orange tape are boundaries and yellow paint spots are trees to be kept).
 - b. Landowner should review the recommended work and then contact Steve Lynn (BMFPD - 303-440-0235) to either approve the work or arrange to discuss desired changes.
 - c. Landowners who have not yet signed a permission to begin construction need to do this at this time. If this is not signed, then construction work can not begin.
 - d. Work could begin on your land soon after steps a-c are complete.
- We thank Steve Lynn and the BMFPD for their help throughout this project.

D. Construction - The plan at this time is for construction to begin in the middle of May, but the actual dates depend on the schedules of the contractors. At this time it looks as if most of our projects will be constructed by Steve Lynn's BMFPD mitigation crew. Some parts of the breaks, that have already completed steps a-c in Part C above, could see construction begin next week.

@ # @ # @ # This work is very dangerous and it is important that both people and pets stay out of the active construction areas. @ # @ # @ #

E. Slash - The slash may be chipped, pulled to the road, treated with "lop and lay" techniques, or piled and left for animal habitat, depending on the slope and access. At the last group meeting, it was decided that landowners could also elect to have their slash piles burned on their land in the winter when there is snow on the ground with BMFPD equipment and people standing by and in accordance with Boulder County regulations. The cost to the project for the supervised burning has been very roughly estimated at \$3500 for both projects. Money for this part of the projects will need to be set aside from our Fuel Break funds until this part of these projects is completed.

F. Final Business meeting and Project Completion Celebration - September 9 - We will have one last group meeting in the late summer after most of the projects are complete and the bills are paid to discuss what to do with any remaining funds. I will remind you of this meeting. The party after the business meeting is being planned by Becky Annandale to celebrate the completion of our Fuel Breaks. More details about that as we get closer.

Still have questions or concerns? - Feel free to contact David and Cheryl Bailey, 328 Overlook Lane, (303) 447-8696 - dtcabailey@comcast.net or Steve Lynn - BMFPD - 303-440-0235 - mitigation@bouldermountainfire.org

A very large "Thank You" from all the residents of Upper Boulder Heights to Allen Owen and Bob Bundy and the Colorado State Forest Service, who provided the grant that made this project possible and also helped out in many other ways.

Status of Contributions and Permissions as of May 4, 2006:

Please let me know of any errors in this information.

Key:

Col. 1 X = Dues Paid Member of the Fuel Break Group
 Col. 2 \$800 Contribution + = Promised to pay Pd = Paid - = No Need to Pay
 Col. 3 1st Permission N = Needed Y = Given - = Not Needed
 Col. 4 2nd Permission N = Needed Y = Given - = Not Needed

The Original Fuel Break Project

	Address	1.	2.	3.	4.
KENNEDY, KATHLEEN	11 DEER TRAIL CR	X		N	N
SMITH, ANITA & DAVID	95 DEER TRAIL CR	X		-	-
BOWERS, DAN & JANE	124 DEER TRAIL CR	X	Pd	-	-
CLARK, DAVID & MARIAN	199 DEER TRAIL CR	X	Pd	-	-
HUNTER, MARY BETH & DAN	213 DEER TRAIL CR	X	Pd	Y	Y
FLUENT, WAYNE & HARRIET	225 DEER TRAIL CR	X	Pd	Y	N
DUSANSKY, RICHARD & ABBY	226 DEER TRAIL CR	X	Pd	-	-
DRAGOMICKEY, MARTIN	233 DEER TRAIL CR			N	N
BLUE, CHRIS & GRANT	243 DEER TRAIL CR	X	Pd	Y	Y
SNYDER, DUKE	289 DEER TRAIL CR	X	Pd	Y	Y
CALLIS, ROBERT & NANCY	302 DEER TRAIL CR	X	Pd	-	-
DIXON, TIMOTHY	333 DEER TRAIL CR		+	Y	Y
GLAZIER, ADAM & JOYCE	345 DEER TRAIL CR	X	Pd	Y	N
GLAZIER, ADAM & JOYCE	DEER TRAIL CR		-	Y	N
TRUEMPER, ROBERT & CHERI MARTIN	394 DEER TRAIL CR	X	Pd	-	-
ALSPACH, PHILIP & TANYA	433 DEER TRAIL CR	X	Pd	Y	Y
PAPIERZ, ALLEN & JACQUELINE	463 DEER TRAIL CR	-	-	-	-
MILLER, JAMES & KAREN	548 DEER TRAIL CR			-	-
FORD, DOUG & CAROL	1486 DEER TRAIL RD	X	Pd	-	-
KORNFELD, DEB & GARY	1575 DEER TRAIL RD		Pd	-	-
MARTYNY, JOHN & CATHIE	1624 DEER TRAIL RD	X	Pd	-	-
WALLEN, BARRY & MARTI	1643 DEER TRAIL RD	X	Pd	-	-
MCLEAN, ROGER & MARY JANE	1666 DEER TRAIL RD			-	-
LIVINGSTON, PAT & ANNE	1750 DEER TRAIL RD	X	Pd	-	-
AMBROSIO, TERRY & MICHAEL	1784 DEER TRAIL RD	X	Pd	-	-

JESAITIS, SUSAN READ &
RAYMOND

1814 DEER TRAIL RD

GREER, JASON & SUMMER
YOUNGS

15 OVERLOOK LN X Pd - -

TAYLOR, JOHN & ANNETTE

76 OVERLOOK LN Pd - -

TUTTLE, CLIFF & THERESA

77 OVERLOOK LN X Pd - -

CALHOON, JULIE ANNE
ZWIEBEL, RICHARD & DARA
ROTUNNO

118 OVERLOOK LN Pd - -

189 OVERLOOK LN X Pd Y N

PAPIERZ, ALLEN & JACQUELINE

201 OVERLOOK LN X N N

LARSON, ROGER & JANE

219 OVERLOOK LN X Pd Y Y

WELLS, DAVID & CHARLENE

268 OVERLOOK LN X Pd - -

LEWIS, ELLIE REED

301 OVERLOOK LN X Pd - -

FAUL, IVAN & RENEE

323 OVERLOOK LN X Pd Y Y

SOUTHERN CROSS TRUST

OVERLOOK LN - Y Y

CRUX LLC

OVERLOOK LN - Y Y

BAILEY, DAVID & CHERYL

328 OVERLOOK LN X Pd Y Y

ANNANDALE, BECKY

335 OVERLOOK LN X Pd Y Y

SMITH, JIM & SALLIE

347 OVERLOOK LN X Pd Y Y

LYDA, DUANE

11 MINE LANE X - -

MOORE, CHRIS & SUSAN
WILDAU

95 MINE LANE X Pd - -

SMITH, NANETTE WALKER

98 MINE LANE + - -

HILLER, JEFF & DORTHY

111 MINE LANE X Pd - -

FLEMMING, DAWN

123 MINE LANE - -

SIEGEL, BRUCE & NICOLE

133 MINE LANE X Pd - -

MCCOY, SOPHYIA & GREGORY

172 MINE LANE - -

HART, JUDITH & JOHN

189 MINE LANE X Pd Y N

The Extension Project

WEIDMAN, PATRICK	1865 FALCON CREST	X	Pd	Y	Y
JORMAN, WILLIE & BEVERLYN	1949 FALCON CREST		+	Y	Y
TREPICONE, SCOTT	1968 FALCON CREST			-	-
REYNOLDS, CARY & PRATT	1980 FALCON CREST			-	-
BLAESING, JANICE & WILLIAM	2000 FALCON CREST			-	-
FRY, KATHY & GLEN	32 ROXBURY DR	X	Pd	Y	Y
JORMAN, WILLIE & BEVERLYN	ROXBURY DR		-	Y	Y
FOSTER, BENJAMIN & SUSAN	333 ROXBURY DR	X	Pd	-	-
BOGGIO, GLEN & TRACI	1823 DEER TRAIL RD		Pd	-	-

Out of Area Permissions:

STANDLEY, BRYAN H.	Y	Y
BLM	Y	Y
LUTTON, WOLF	Y	Y

Fuel Break – The Fuel Break needs You!

We have a little over two weeks left to complete the match and to obtain the permissions to build our Fuel Break. The decision to build the Break or to forfeit the grant and refund the collected money will be made May 4, 2006 based on our successes in the time that remains.

Money - We have collected a good portion of our \$20,000 goal to construct the break. **A resounding “thank you” to all who have contributed.** Hard working volunteers are trying to talk directly with every residence in the area to encourage their participation. If we collect more than is needed, then everyone's final contribution will be reduced by a rebate at the conclusion of the project.

Permissions – **Thanks also to everyone who has given their permission to build the break on their property.** We now have the first permission from many of the affected properties. As you will see on the attached map, we have many solid runs, but gaps still exist. Where no permission is given, we will have to either reroute the break or leave a gap. I would encourage everyone to speak with those who have not yet given their permission. Gaps increase the danger for everyone's families and property, as well as the fireman who will face a fire coming into our neighborhood. **We all have a stake in building a gapless break.**

Marking has started on the Fuel Break - This past week a crew began marking the edges of the Fuel Break with orange plastic tape on properties where at least the first permission has been given. These lines were then captured on GPS and the data transferred to maps. We hope soon to have new high quality maps of those parts of our Fuel Break. Also, in areas where permissions have been given, **trees to be kept are being marked with a spot of yellow paint.** This work is being done by Bob Bundy (Colorado State Department of Forestry), Eric Philips (Boulder County Fire Mitigation Officer), and Steve Lynn (BMFPD), all without charge to our group. **We thank these forest and fire professionals who are helping us with this project. Thanks also to Dan Hunter who helped locate corners and property lines.**

My Observations - This week I have had the chance to see much of the land that will be in the Fuel Break. The terrain varies from gently sloped open forest to heavily overgrown and incredibly steep areas with rock cliffs that are all but impassible. My overwhelming impression is that our \$800 contribution per residence is the bargain of the century toward creating another line of defense against wildfire for our homes and families. I seriously doubt that any of us ever would or ever could afford to individually build the protection that a **continuous fuel break** will provide; it would be just too expensive and difficult.

Many things that may not come again anytime soon have fallen into place this spring, giving us this opportunity to build our break. Let's make our community safer and build our break together, now!

Important Time Frames for this Project

a. April 4 - May 4, 2006

- Collect \$800 from each residence. Matching funds must be complete before construction begins. The Matching Funds Committee – Carol Ford (Chair), Cathie Martyny, and Dana Rotunno

- Obtain permission from each affected landowner to enter their property and mark the trees to be kept on the Fuel Break. Mark the trees by professional Foresters. The Permissions Committee – Chris Blue (Chair), Tanya Alspach, and Nancy Callis
- Obtain permissions to re-enter the properties and construct the Fuel Break.

b. May and June, 2006 – Construct the Fuel Break.

c. Winter 2006 - 2007 – BMFPD will burn the slash piles with landowner approval when there is snow on the ground in accordance with Boulder County regulations.

Still have questions? - Feel free to contact David and Cheryl Bailey, 328 Overlook Lane, (303) 447-8696 – dtcabailey@comcast.net

If you are interested in becoming involved and have not been contacted, please phone or e-mail David or Cheryl Bailey. Please send your money and permissions forms in as soon as possible.

I want to thank Chris and Grant Blue for their time and efforts to proofread various documents, make copies of them and even distribute the copies into your mailboxes. On a similar note, I would like to thank Dan Hunter for making copies of other documents. I also thank our committee members, The Matching Funds Committee, Carol Ford (Chair), Cathie Martyny, and Dana Rotunno and The Permissions Committee, Chris Blue (Chair), Tanya Alspach, and Nancy Callis for their hard work on this project.

Together we can build a Gapless Break!

Current (4/16/06) status of contributions and permissions:

Please let me know of any errors in this information.

Key:

Col. 1 X = Dues Paid Member of the Fuel Break Group
 Col. 2 \$800 Contribution + = Promised to pay Pd = Paid - = No Need to Pay
 Col. 3 1st Permission N = Needed Y = Given - = Not Needed
 Col. 4 2nd Permission N = Needed Y = Given - = Not Needed

	Address	1.	2.	3.	4.
KENNEDY, KATHLEEN	11 DEER TRAIL CR	X		N	N
SMITH, ANITA & DAVID	95 DEER TRAIL CR	X		-	-
BOWERS, DAN & JANE	124 DEER TRAIL CR	X	+	-	-
CLARK, DAVID & MARIAN	199 DEER TRAIL CR	X	+	-	-
HUNTER, MARY BETH & DAN	213 DEER TRAIL CR	X	Pd	Y	Y
FLUENT, WAYNE & HARRIET	225 DEER TRAIL CR	X	Pd	Y	N
DUSANSKY, RICHARD & ABBY	226 DEER TRAIL CR	X	Pd	-	-
DRAGOMICKEY, MARTIN	233 DEER TRAIL CR			N	N
BLUE, CHRIS & GRANT	243 DEER TRAIL CR	X	Pd	Y	Y

SNYDER, DUKE	289 DEER TRAIL CR	X	Pd	Y	Y
CALLIS, ROBERT & NANCY	302 DEER TRAIL CR	X	Pd	-	-
DIXON, TIMOTHY	333 DEER TRAIL CR			N	N
GLAZIER, ADAM & JOYCE	345 DEER TRAIL CR	X		N	N
GLAZIER, ADAM & JOYCE	DEER TRAIL CR		-	N	N
TRUEMPER, ROBERT & CHERI MARTIN	394 DEER TRAIL CR	X	Pd	-	-
ALSPACH, PHILIP & TANYA	433 DEER TRAIL CR	X	Pd	Y	Y
PAPIERZ, ALLEN & JACQUELINE	463 DEER TRAIL CR	X		N	N
MILLER, JAMES & KAREN	548 DEER TRAIL CR			-	-
FORD, DOUG & CAROL	1486 DEER TRAIL RD	X	Pd	-	-
KORNFELD, DEB & GARY	1575 DEER TRAIL RD			-	-
MARTYNY, JOHN & CATHIE	1624 DEER TRAIL RD	X	Pd	-	-
WALLEN, BARRY & MARTI	1643 DEER TRAIL RD	X	Pd	-	-
MCLEAN, ROGER & MARY JANE	1666 DEER TRAIL RD			-	-
LIVINGSTON, PAT & ANNE	1750 DEER TRAIL RD	X		-	-
AMBROSIO, TERRY & MICHAEL	1784 DEER TRAIL RD	X		-	-
JESAITIS, SUSAN READ & RAYMOND	1814 DEER TRAIL RD			-	-
BOGGIO, GLEN & TRACI	1823 DEER TRAIL RD			-	-
GREER, JASON & SUMMER YOUNGS	15 OVERLOOK LN	X	+	-	-
TAYLOR, JOHN & ANNETTE	76 OVERLOOK LN		+	-	-
TUTTLE, CLIFF & THERESA	77 OVERLOOK LN	X	+	-	-
ZWIEBEL, RICHARD & DARA ROTUNNO	189 OVERLOOK LN	X	Pd	Y	N
PAPIERZ, ALLEN & JACQUELINE	201 OVERLOOK LN	-	-	N	N
LARSON, ROGER & JANE	219 OVERLOOK LN	X	+	Y	N
WELLS, DAVID & CHARLENE	268 OVERLOOK LN	X	Pd	-	-
LEWIS, ELLIE REED	301 OVERLOOK LN	X	Pd	-	-
FAUL, IVAN & RENEE	323 OVERLOOK LN	X	+	Y	Y
SOUTHERN CROSS TRUST	OVERLOOK LN		-	Y	Y
CRUX LLC	OVERLOOK LN		-	Y	Y
BAILEY, DAVID & CHERYL	328 OVERLOOK LN	X	Pd	Y	Y
ANNANDALE, BECKY	335 OVERLOOK LN	X	Pd	Y	Y
SMITH, JIM & SALLIE	347 OVERLOOK LN	X	Pd	Y	Y

FRY, KATHY & GLEN	32 ROXBURY DR	X	-	-
JORMAN, WILLIE & BEVERLYN	ROXBURY DR		N	N
FOSTER, BENJAMIN & SUSAN	333 ROXBURY DR	X	Pd	-
LYDA, DUANE	11 MINE LANE	X	-	-
MOORE, CHRIS & SUSAN	95 MINE LANE	X	+	-
WILDAU	98 MINE LANE		-	-
SMITH, NANETTE & WALKER	111 MINE LANE	X	+	-
HILLER, JEFF & DORTHY	123 MINE LANE		-	-
FLEMMING, DAWN	133 MINE LANE	X	Pd	-
SIEGEL, BRUCE & NICOLE	172 MINE LANE		-	-
MCCOY, SOPHYIA & GREGORY	189 MINE LANE	X	+	Y
HART, JUDITH & JOHN				N
WEIDMAN, PATRICK	1865 FALCON CREST	X	+	-
JORMAN, WILLIE & BEVERLYN	1949 FALCON CREST		-	-
TREPICONE, SCOTT	1968 FALCON CREST		-	-
REYNOLDS, CARY & PRATT	1980 FALCON CREST		-	-
BLAESING, JANICE & WILLIAM	2000 FALCON CREST		-	-

Out of Area Permissions Needed:

STANDLEY, BRYAN H.	N	N
BLM	Y	N
LUTTON, WOLF	N	N

Fuel Break Approved!

The third meeting of the Fuel Break group was held last Tuesday. This meeting was attended by 27 residents from 18 residences. In addition the wishes of 8 other residents from 4 residences, who could not attend, were phoned in before the meeting. All aspects of the fuel break plan were discussed and the following important topics were approved:

- a. **By a secret ballot the group unanimously approved the construction of our Shaded Fuel Break. The grant from the Colorado Department of Forestry is gratefully acknowledged.**
- b. **Each residence is asked to contribute \$800 dollars toward the match. Please make out a check payable to "BMFPD – Mitigation Services" and return them to David or Cheryl Bailey at 328 Overlook Lane before May 4, 2006. Any monies collected in excess of the \$20,000 match will be refunded at the end of the project.**
- c. **Each landowner whose property is within the Fuel Break must give two levels of permission before construction can begin on their land.**
- d. **By a unanimous vote the group approved allowing each landowner whose property is within the fuel break to decide whether or not to burn slash on their property.**
- e. **It was unanimously agreed that a report will regularly appear in these newsletters of those who have paid their contribution to the match and those who have given their permissions.**

Important Time Frames for this Project

a. April 4 - May 4, 2006

- Collect \$800 from each residence. Must be completed before construction begins.
- Obtain permission from each affected landowners to mark the trees on their property to be removed from the Fuel Break.
- Mark the trees to be removed by the Colorado State Forester.
- Obtain permissions to re-enter the properties and construct the Fuel Break.

b. May and June, 2006 – Construct the Fuel Break.

c. Winter 2006 - 2007 – BMFPD will burn the slash piles with landowner approval when there is snow on the ground in accord with Boulder County regulations.

We want to especially thank these gentlemen for being present again to answer our questions.

- a. John Benson - BMFPD Chief
- b. Steve Lynn - BMFPD Fire Mitigation Officer
- c. Bob Bundy - Colorado State Forester's Office

Volunteers agreed to serve on two committees. Thank you.

- a. The Permissions Committee – Chris Blue (Chair), Tanya Alspach, and Nancy Callis
- b. The Matching Funds Committee – Carol Ford (Chair), Cathie Martyny, and Dana Rotunno

Please contact David and Cheryl Bailey, 328 Overlook Lane, (303) 447-8696 – dtcabailey@comcast.net if you have questions.

Thank you everyone. Please get your money and permissions in soon.

Let's Build our Break.

Current (4/5/06) status of contributions and permissions:

Please report any errors in this information.

Key:

Col. 1	X = Dues Paid Member of the Fuel Break Group			
Col. 2	\$800 contribution	+ = Promised to pay	Pd = Paid	
Col. 3	1 st Permission	N = Needed	Y = Given	- = Not Needed
Col. 4	2nd Permission	N = Needed	Y = Given	- = Not Needed

Name	Address	1.	2.	3.	4.
KENNEDY, KATHLEEN	11 DEER TRAIL CR	X		N	N
SMITH, ANITA & DAVID	95 DEER TRAIL CR	X		-	-
BOWERS, DAN & JANE	124 DEER TRAIL CR	X	+	-	-
CLARK, DAVID & MARIAN	199 DEER TRAIL CR	X	+	-	-
HUNTER, MARY BETH & DAN	213 DEER TRAIL CR	X	Pd	Y	Y
FLUENT, WAYNE & HARRIET	225 DEER TRAIL CR	X	Pd	Y	N
DUSANSKY, RICHARD & ABBY	226 DEER TRAIL CR	X		-	-
BLUE, CHRIS & GRANT	243 DEER TRAIL CR	X	Pd	Y	N?
SNYDER, DUKE	289 DEER TRAIL CR	X	Pd	Y	N?
CALLIS, ROBERT & NANCY	302 DEER TRAIL CR	X	+	-	-
DIXON, TIMOTHY	333 DEER TRAIL CR			N	N
GLAZIER, ADAM & JOYCE	345 DEER TRAIL CR	X		N	N
GLAZIER, ADAM & JOYCE	345 DEER TRAIL CR			N	N
TRUEMPER, ROBERT & CHERI MARTIN	394 DEER TRAIL CR	X			
ALSPACH, PHILIP & TANYA	433 DEER TRAIL CR	X	Pd	Y	N?
PAPIERZ, ALLEN & JACQUELINE	463 DEER TRAIL CR	X		N	N
MILLER, JAMES & KAREN	548 DEER TRAIL CR			-	-
FORD, DOUG & CAROL	1486 DEER TRAIL RD	X	+	-	-
MARTYNY, JOHN & CATHIE	1624 DEER TRAIL RD	X	Pd	-	-
WALLEN, BARRY & MARTI	1643 DEER TRAIL RD	X	+	-	-
MCLEAN, ROGER & MARY JANE	1666 DEER TRAIL RD			-	-
LIVINGSTON, PAT & ANNE	1750 DEER TRAIL RD	X		-	-
AMBROSIO, TERRY & MICHAEL	1784 DEER TRAIL RD	X		-	-
JESAITIS, SUSAN READ & RAYMOND	1814 DEER TRAIL RD			-	-
BOGGIO, GLEN & TRACI	1823 DEER TRAIL RD			-	-
GREER, JASON & SUMMER YOUNGS	15 OVERLOOK LN	X		-	-

TAYLOR, JOHN & ANNETTE	76 OVERLOOK LN		+	-	-
TUTTLE, CLIFF & THERESA	77 OVERLOOK LN	X		-	-
ZWIEBEL, RICHARD & DARA ROTUNNO	189 OVERLOOK LN	X	+	N	N
PAPIERZ, ALLEN & JACQUELINE	201 OVERLOOK LN	-	-	N	N
LARSON, ROGER & JANE	219 OVERLOOK LN	X	+	N	N
WELLS, DAVID & CHARLENE	268 OVERLOOK LN	X	+	-	-
LEWIS, ELLIE REED	301 OVERLOOK LN	X	Pd	-	-
FAUL, IVAN & RENEE	323 OVERLOOK LN	X	+	N	N
BAILEY, DAVID & CHERYL	328 OVERLOOK LN	X	Pd	Y	Y
ANNANDALE, BECKY	335 OVERLOOK LN	X	Pd	Y	Y
SMITH, JIM & SALLIE	347 OVERLOOK LN	X	+	Y	Y

FRY, KATHY & GLEN	32 ROXBURY DR	X		-	-
JORMAN, WILLIE & BEVERLYN	ROXBURY DR			N	N
FOSTER, BENJAMIN & SUSAN	333 ROXBURY DR	X		-	-

LYDA, DUANE	11 MINE LANE	X		-	-
MOORE, CHRIS & SUSAN WILDAU	95 MINE LANE	X		-	-
SMITH, NANETTE & WALKER	98 MINE LANE			-	-
HILLER, JEFF & DORTHY	111 MINE LANE	X		-	-
FLEMMING, DAWN	123 MINE LANE			-	-
SIEGEL, BRUCE & NICOLE	133 MINE LANE	X	+	-	-
MCCOY, SOPHYIA & GREGORY	172 MINE LANE			-	-
HART, JUDITH & JOHN	189 MINE LANE	X	+	N	N

WEIDMAN, PATRICK	1865 FALCON CREST	X		-	-
JORMAN, WILLIE & BEVERLYN	1949 FALCON CREST			-	-
TREPICONE, SCOTT	1968 FALCON CREST			-	-
REYNOLDS, CARY & PRATT	1980 FALCON CREST			-	-
BLAESING, JANICE & WILLIAM	2000 FALCON CREST			-	-

Out of Area Permissions Needed:

STANDLEY, BRYAN H.	N	N
BLM	N	N
LUTTON, WOLF	N	N

Fuel Break Newsletter No. 6 - March 20, 2006

Congratulations! We have the award.

Because of the severe wildfire threat to our neighborhood and the strong community interest that we demonstrated to solve this problem, **our request to build a community fuel break has been funded.** We were notified yesterday by Bob Bundy of the Colorado State Foresters Office that we have been awarded \$20,000 from the Front Range Fuel Treatment Partnership that must be matched by \$20,000 from our group to build the proposed fuel break. Steve Lynn feels confident that our fuel break can be constructed for this new amount. You may note that this is a different funding source than we applied to last August, but the award will allow our project to start sooner (April) and be in place before the peak of the fire season this summer. However, we will have to move aggressively to meet this schedule. Meanwhile, our original grant is still pending and could also be awarded, although this is probably less likely.

Please put two events on your calendar:

- a. **You are strongly urged to attend the first of these meeting to learn about the fuel break and the grant and to discuss and make several important decisions.**
- b. The second meeting will give you a chance to visit the site of the recent fire in Pinebrook Hills and the sites of several local fuel breaks.

A. Fuel Break Group Meeting No. 3 – Tuesday, April 4, at 7:00 pm at the Baileys, 328 Overlook Lane.

The agenda for this meeting will include:

- a. Description of the Fuel Break – crown spacing, etc.
- b. Proposed Layout of the Fuel Break – 100 feet below defensible space - see map
- c. Slash Treatment – use only “Chipping” and “Lop and Lay”
- d. The Grant Program
 - \$20,000 awarded plus \$20,000 match from residents
 - Request \$800 from each homeowner in this neighborhood for the match
 - Excess match will be reimbursed at the end of the project.
 - Insufficient match will cause the award to be decreased or cancelled.
 - In-kind funds – limited to Permissions and Matching Funds Committees
 - Matching Funds must be collected before fuel break construction can begin.
- e. Contractors – likely more than one
- f. Committees – please express your interest in serving on a committee
 - Permissions Committee
 - Records, Finances, and Reports Committee
 - Matching Funds Committee
- g. Requirements before Construction can begin
 - Affected Landowners – Find corner pins for your lot, give permission to enter land and mark trees, and then approve tree removal.
 - All homeowners – \$800 match.

Final Question – Resolved that the Upper Boulder Heights Concerned Residents accept the grant money and give their approval to proceed with the process leading to the construction of the Fuel Break. Please vote Yes or No

B. Field Trip

A Field Trip is being organized for anyone who wishes to view lands that have been involved in a recent wildfire (Pinebrook Hills 3/06) and in mitigation and fuel break construction (Pinebrook Hills, Carriage Hills, and the Church Camp). The trip will be Saturday, April 1 at 1:00 pm. Those interested please sign up by calling the Bailey's at (303) 447-8696 by March 25 and learn more details.

Please contact us if you have questions. David and Cheryl Bailey, 328 Overlook Lane,
(303) 447-8696 – dtcabailey@comcast.net

Fuel Break Newsletter No. 5 - March 4, 2006

Second Meeting of the Concerned Residents above Glendale Gulch and Left Hand Canyon

Please contact us if you have questions. David and Cheryl Bailey, 328 Overlook Lane,
(303) 447-8696 – dtcabailey@comcast.net

The proposed fuel break should moderate a wildfire pushed by the prevailing winds and the steepness of the slopes from Glendale Gulch and Left Hand Canyon into our upper Boulder Heights neighborhood. Such a fuel break is strongly endorsed by the Boulder Mountain Fire Protection District and its Board of Directors.

We have had a very hot start to 2006. The recent Sunshine (3/1/06) wildfire west of Pine Brook Hills on a very dry and windy day demonstrates again how a combination of local fire mitigation and a heavy commitment of firefighting resources can keep a wildfire on the ground away from the tree tops making it a more manageable surface fire that was quickly extinguished.

Announcement

Please mark your calendar and plan to attend the next (third) group meeting to be held Tuesday April 4 at 7:00 pm at the Baileys (328 Overlook Lane) to discuss:

- A. The status of our grant proposal
- B. Review the detailed layout maps of the proposed fuel break (see D-1 below).
- C. Solicit interest in serving on several important committees.

Notes from the Group Meeting on February 28.

The second meeting of the group was held Tuesday, February 28, 2006, to discuss the status of our proposal. We especially thank these gentlemen for being present to answer questions.

- A. John Benson - BMFPD Chief
- B. Steve Lynn - BMFPD Fire Mitigation Officer
- C. Bob Bundy - Colorado State Forester's Office

The following topics were discussed:

A. The Grant Program

Our proposal for funds to build a fuel break was submitted in August, 2005 to the Western Wildland Urban Interface Grant Program that awards federal money for forest clearance projects. In our area this money is administered by the Colorado State Forester's office. We requested \$30,000 that will need to be matched by the local residents. We expect to hear about the results of our proposal in June or July, 2006. So far it is believed that the funds for this program still remain in this year's Federal budget.

This program has been increasingly competitive in recent years and so we do not know the likelihood for its success. If our proposal fails, then we will resubmit an

application in August for the following year when the outlook for Federal funds may even be less certain.

(We did hear at this meeting that there is a possibility that other matching funds from the state might be found to fund this project.) Bob...

B. Purpose and Description of the proposed Fuel Break

A major purpose of the fuel break is to prevent a crown fire originating in Glendale Gulch or Left Hand Canyon from moving up the hill into our neighborhood. This type fire moves very rapidly through the trees and is very difficult and dangerous for firefighters to deal with. The prevention of this type wildfire can be achieved by removing much of the ladder fuels on the trees and by increasing the distance between trees to at least 10 feet. The proposed fuel break is called a **shaded fuel break** to emphasize that it would not be a clear cut. The placement of the break would take advantage of rock outcroppings, cliffs, and other topography that could help restrict the movement of a wildfire.

As proposed, the fuel break would be 100 horizontal feet wide and have its upper boundary at the lower edges of the 100 foot ring of defensible space around the western most residences in the neighborhood. This grant would be for the construction of the fuel break and not for the defensible space around homes. The plan is for the fuel break to extend from the road between Mine Lane and Sunshine Saddle around to Roxbury Lane. The initial identification of the trees and fuel to be removed would be made by the State Forester's office with the final decision about specific tree removal made by the affected landowners with the participation of the State Forester.

C. Awarded and Matching Funds

Our proposal requested \$30,000 from the grant program. Even if fully funded, this amount would probably be reduced somewhat by overhead support for the administering agency (Colorado State University). It is possible that our grant might be only partially funded to make these funds go as far as possible. Whatever the amount awarded, we will need to raise an equal amount from the neighborhood. We can fulfill this obligation either with cash or in-kind labor on this project or a mix of both.

There are approximately 50 homes owned by their residents in our neighborhood (see the list at the end of this report). Doing the math a \$30,000 match divided between 50 homes shows that \$600 from each home would be required. To the extent that some households do not contribute, then the amount of funds from contributing homes will need to be increased. It is anticipated that the amount requested from each household should not exceed \$1500. If insufficient households are willing to participate in this program, then we will need to consider forfeiting the grant. This will be a non profit project and excess funds will be reimbursed at the end of the project.

An alternate way to contribute to the match is by in-kind labor on the project. The funding agency recognizes that homeowner labor on the forest as well as work to obtain permissions, recordkeeping, labor documentation, etc., are necessary functions for these projects. Labor done anytime during the fiscal year the grant is awarded may be included. Only forest labor spent within the fuel break boundaries may be included. Each hour of approved in-kind labor contributes \$17.55 to the match. Our group will need to prepare and agree upon policy to properly approve,

administer, and document the in-kind labor. Residents are urged not to start this work until these policies have been agreed upon.

D. Committees and Planning

It is anticipated that several committees will be needed to propose and implement policy, oversee projects, and prepare reports. Such groups might include:

- i. Permissions Committee
- ii. Records, Finances, and Reports Committee
- iii. Matching Funds Committee
- iv. In-kind Labor Committee

It was agreed that most of the planning, labor, and group coordination needed to carry out this project should wait until the project is actually awarded and approved by the group. On the other hand, a little work done before the funding is available might be helpful to ensure that the project can begin efficiently and in a timely manner. These projects include:

1. **Initial layout of the fuel break** - A tentative layout for the fuel break would be very helpful. Bob Bundy (Colorado State Forester's Office) and Steve Lynn (BMFPD) have agreed to layout and map a proposed route for our break. **We will look at their maps and discuss this at our next group meeting.** Benefits include:
 - a. The affected landowners and properties can be clearly identified.
 - b. Affected property owners should locate their property lines and corners.
 - c. Affected property owners should assess the impact of the tree and fuel removal.
2. If there is interest we could organize a field trip to **visit existing fuel breaks** that have been built in recent years in nearby areas. This would allow those interested to assess the visual impact of a shaded fuel break.
3. **Identify, clarify, and propose policy for:**
 - a. In-Kind labor
 - b. Permissions and insurance
4. **Sample marking of the fuel break** - Several homeowners who feel certain that the fuel break will cross their land have indicated an interest in having their trees marked as soon as possible so that they can begin work this summer. The forest service will mark these trees at a cost of \$75 for the first hour and \$30 for each subsequent hour. A normal property should take less than 4 hours to mark if the corners and property lines have been located. Be aware that this marking will be paid for by the grant if property owners are willing to wait until summer or fall.

E. Building the Fuel Break

1. Contractor selection and timing

Our group can choose any contractor we wish to do the bulk of the work. While there are a number of contractors in the area the obvious choice is use Steve Lynn's

mitigation group who are local, available, and know the terrain. They also have easy access to Boulder Mountain Fire Protection District's fire equipment when slash is burned. In addition Steve has been much involved with the layout and design of our break and so knows and understands it.

Steve indicates that he and his crew should be available to begin work on this project about next October which gives time for the layout, permissions, and tree selection steps to be completed before work begins. This timing should also minimize the opportunity for problems to arise from the pine bark beetle.

2. Initial Steps in the Fuel Break Construction Process

- a. Receive the grant and obtain approval from the group to build the fuel break. Select the contractor to do the work. Approve the policy documents.
- b. Layout, map, and agree on the actual route for the fuel break. Obtain permission from the property owners whose land falls within the break to enter their land and tentatively mark trees and fuels to be removed.
- c. Consult and obtain agreement with the property owners about the trees to be removed.
- d. Obtain permission from the property owners to re-enter the land and build the break.
- e. Deal in the agreed upon manner with the branches and cut trees (the slash).

Where possible downed trees will be limbed and then cut up into shorter lengths for removal from the area. The slash will be chipped and/or burned. In more difficult areas the trees will be delimbed and the wood and branches left in the forest ("lop and lay").

Where possible the branches and small trees will be burned in the winter with snow on the ground by the mitigation crew and with the department's fire equipment standing by.

An alternative to burning the slash is to remove it from the area. Steve estimated that this would cost an additional \$1300 per acre treated due to the steepness of the land and the lack of access. Since there are over 40 acres in the fuel break, this option would not seem to be viable.

The opportunity to sell firewood taken from the fuel break was also discussed and discouraged as this could lead to the spread of the pine bark beetle.

F. Maintenance

Once the fuel break is in place it will need regular maintenance to minimize the regrowth of vegetation. Money for this work was not requested in our proposal and so a future grant should be sought to carry out this important function.

Below is a list of the upper Boulder Heights residents who, I believe, own and live on their property. Those residents who expressed an interest in this project by contributing their 2005 dues are indicted with an X in the far right hand column.

Please let me know if there need to be additions or corrections to this list. **If anyone else would like to join please contact David Bailey (303) 447-8696.**

KATHLEEN KENNEDY	000011	DEER TRAIL	CR	X
ANITA PEDERSEN-SMITH & DAVID SMITH	000095	DEER TRAIL	CR	X
DAN & JANE BOWERS	000124	DEER TRAIL	CR	X
DAVID & MARIAN CLARK	000199	DEER TRAIL	CR	X
MARY BETH & DAN HUNTER	000213	DEER TRAIL	CR	X
WAYNE & HARRIET FLUENT	000225	DEER TRAIL	CR	X
RICHARD & ABBY DUSANSKY	000226	DEER TRAIL	CR	X
CHRIS & GRANT BLUE	000243	DEER TRAIL	CR	X
DUKE SNYDER	000289	DEER TRAIL	CR	X
ROBERT & NANCY CALLIS	000302	DEER TRAIL	CR	X
TIMOTHY DIXON	000333	DEER TRAIL	CR	
ADAM & JOYCE GLAZIER	000345	DEER TRAIL	CR	X
ROBERT TRUEMPER & CHERI MARTIN	000394	DEER TRAIL	CR	
PHILIP & TANYA ALSPACH	000433	DEER TRAIL	CR	X
ALLEN & JACQUELINE PAPIERZ	000463	DEER TRAIL	CR	X
JAMES & KAREN MILLER	000548	DEER TRAIL	CR	
DOUG & CAROL FORD	001486	DEER TRAIL	RD	X
JOHN & CATHIE MARTYNY	001624	DEER TRAIL	RD	X
BARRY & MARTI WALLEN	001643	DEER TRAIL	RD	X
ROGER & MARY JANE MCLEAN	001666	DEER TRAIL	RD	
PAT & ANNE LIVINGSTON	001750	DEER TRAIL	RD	X
TERRY & MICHAEL AMBROSIO	001784	DEER TRAIL	RD	X
SUSAN READ & RAYMOND JESAITIS	001814	DEER TRAIL	RD	
GLEN & TRACI BOGGIO	001823	DEER TRAIL	RD	
JASON GREER & SUMMER YOUNGS	000015	OVERLOOK	LN	X
JOHN & ANNETTE TAYLOR	000076	OVERLOOK	LN	

CLIFF & THERESA TUTTLE

000077 OVERLOOK LN X

RICHARD ZWIEBEL & DARA ROTUNNO

000189 OVERLOOK LN X

ROGER & JANE LARSON

000219 OVERLOOK LN X

DAVID & CHARLENE WELLS

000268 OVERLOOK LN X

ELLIE REED LEWIS

000301 OVERLOOK LN X

IVAN & RENEE FAUL

000323 OVERLOOK LN X

DAVID & CHERYL BAILEY

000328 OVERLOOK LN X

BECKY ANNANDALE

000335 OVERLOOK LN X

JIM & SALLIE SMITH

000347 OVERLOOK LN X

KATHY & GLEN FRY

000032 ROXBURY DR X

BENJAMIN & SUSAN FOSTER

000333 ROXBURY DR X

DUANE LYDA

11 MINE LANE X

CHRIS MOORE & SUSAN WILDAU

95 MINE LANE X

SMITH, NANETTE & WALKER

98 MINE LANE

JEFF & DORTHY HILLER

111 MINE LANE X

DAWN FLEMMING

123 MINE LANE

BRUCE & NICOLE SIEGEL

133 MINE LANE X

MCCOY, SOPHYIA & GREGORY

172 MINE LANE

JUDITH & JOHN HART

189 MINE LANE X

PATRICK WEIDMAN

1865 FALCON CREST X

WILLIE & BEVERLYN JORMAN

1949 FALCON CREST

SCOTT TREPICONE

1968 FALCON CREST

REYNOLDS, CARY & PRATT

1980 FALCON CREST

BLAESING, JANICE & WILLIAM

2000 FALCON CREST

Fuel Break Newsletter No. 4

December 17, 2005

We wish you and yours a Merry Christmas, a Joyous Holiday season, and a peaceful and wildfire free New Year.

Group membership is now at 73% of the homes in Upper Boulder Heights. Thank you everyone.

Announcement - Group Meeting No. 2 - Upper Glendale Gulch Concerned Residents

The second meeting of the Upper Glendale Gulch Concerned Residents will be held at **7:00 pm Tuesday, February 28, 2006** to discuss the fuel break program. We hope to have Colorado District Forester Allen Owen, Chief John Benson (Boulder Mountain Fire Protection District = BMFPD) and Mitigation Officer Steve Lynn (BMFPD) present to answer questions. Details available later.

Notes from December Meeting with Allen Owen, Colorado District Forester

On Dec. 9 we met with Allen Owen, Colorado District Forester for our area. Mr. Owen has been involved with the Western States Wildland Urban Interface grant program for a number of years. This is the program to which we submitted our application last September. Also present were John Benson (Chief, BMFPD), Steve Lynn (Mitigation Officer, BMFPD), Chris and Grant Blue (BMFPD Board member and fireman and Upper Glendale Gulch Concerned Residents), and Cheryl and David Bailey (Upper Glendale Gulch Concerned Residents).

The purpose of this meeting was to have Allen see the Glendale Gulch from our perspective, the steepness of the slopes, the vegetation and to ask him the questions outlined below.

a. Please give an overview of this grant. Is it still available for 2006 due to the reduction of federal programs for the Katrina recovery efforts?

Yes, the grant program is still there although the total funds available will probably be reduced.

This is a federal program that funds fire mitigation efforts in a number of western states. It has become increasingly competitive in recent years. He expects that the Boulder/Gilpin district, which we are apart of, will receive about \$125,000 to fund \$327,000 requested in competing applications. **He does not believe that we will hear anything about our proposal until June, 2006.** The final award decisions are made by a group that meets in Ft. Collins headed by Rich Holmann.

CSU administers the grant program and takes indirect costs off the top which reduces winning awards by about 10% from the amount requested.

b. We told him that our neighborhood is now up to 73% participation in this program. He seemed impressed. Several times he commended us on getting an early start on the program.

c. Our proposal calls for a shaded fuel break, 200 feet wide or approximately 23 acres. Is that wide enough considering the slope and the wind? Is that the best type of break? Where should the fuel break be placed?

We talked about the fuel break regarding placement, width, and type. Considering the slope of the land he supported at least a 200 foot fuel break and suggested that it start just below each resident's defensible space which should be 100 feet immediately surrounding each residence. He said that looking at all the fuel below us in Glendale Gulch, the survivability of our neighborhood will largely depend on the strength and direction of the wind and the extent of the mitigation efforts done in the area including a fuel break.

He expressed a willingness to participate in laying out the exact path of the fuel break along with the affected homeowners and the fire mitigation crew.

d. Steve Lynn estimated \$60K to do the work. We asked for \$30K with \$30K match. If less is awarded, is the match reduced as well? Yes.

Can the work be spread out to three years? No, if the grant is approved in the spring 2006 then the work would need to be done during the 2005-06 and the 2006-07 Federal fiscal years.

Is it all right to focus on one part of the project in the first year and put off the other part till the second? Yes, and if the program can not be completed with the awarded funds then it can be re-proposed at a later time to this same program. The new proposal would have to compete with other new proposals.

e. Discuss the best methods of slash removal.

This topic received considerable discussion. The most cost effective method would be to stack and burn the small timber, branches, and brush in the fuel break. Timber larger than 6" in diameter would be left on the ground in the break. The stacked fuels would be burned when there is snow on the ground by the fire department who would have equipment available to insure against loss of control of the fires. There may be issues from the smoke. Allen Owen and Steve Lynn agreed with this approach. It was also pointed out that this approach minimizes the habitat for the pine bark beetle. We can burn on either red or blue days because of our altitude.

Other methods for dealing with the slash are possible but were not discussed at this meeting.

f. If the grant is awarded:

We hope to use the state forester's office to help layout the path of the break.
Is this OK? Yes, he would be glad to do this at \$30/hour.

We will need help in identifying potential groups to do the heavy work. Allen Owen and Steve Lynn both have lists of contractors who can do the work. Allen was very supportive of our having the work done by Steve Lynn's mitigation crew as he has been pleased with their work on other projects.

Discuss the neighborhood labor match. How is this documented?

Neighborhood labor can be used as part of the match and is best documented with photographs of the land before and after the work and with a log of hourly labor. Labor is currently accounted for at \$12/hour. There is some hope that this dollar amount might be increased this year. We will need a person or subcommittee of our group to see that all claims are properly documented. The maximum amount of time that can be spent on administrative and organizational time should not account for more than 20% of the match.

Homeowners who will have the break cross their land will need to locate and clearly mark the corners of their property. If you do not know the actual location of your corners then this may require some effort and may even require a land surveyor to locate those pins. Once located then the forester can help establish the fire break location and identify the trees to be removed with the homeowner.

There are no local or county permits that are needed to build this fuel break.

He urged us to form a second subcommittee of group members to propose policy and oversee the awarded funds. He can provide the names of others in our district who have had successful grants of this type and who can help us with the organizational details.

He stressed the need that the fuel break be maintained in the future or else trees and shrubs will regrow.

Because of the late start the grant period would actually be for somewhat less than two years. Steve Lynn felt that if it is awarded that his mitigation group could be able to start work on our project by October and continue so long as weather permits. This seemed appropriate as there will be much work to do before tree removal can actually start to locate property boundaries and gain all necessary permissions.

Any work done by homeowners directly related to the grant performed after October 1, 2005 may be included toward the match if the grant is awarded in June, 2006. We will discuss this at our next meeting.

We learned that if the grant is awarded that we do not need to have competitive bids for this work.

If the grant is not awarded then I requested as much feedback as possible about how we could improve the proposal so that it can be resubmitted next year.

g. How to deal with the BLM land that is adjacent to some peoples property.

Allen said that BLM can move funds to the state to do mitigation on their land but this is a slow process and may take longer than the grant period.

h. What about a project to improve existing roads such as from Roxbury down to Lee Hill Road or from Mine to Sunshine Saddle?

The grant process that Allen is involved with only involves issues around plants and trees. We will have to approach Boulder County if we wish to have roads upgraded.

Dec. 10, 2005

David Bailey, 328 Overlook Lane, (303) 447-8696

Fuel Break Newsletter No. 3

November 1, 2005

These newsletters are written to keep everyone in the Upper Boulder Heights neighborhood aware of what is happening on the proposed Upper Glendale Gulch and Upper Left Hand Canyon fuel break project.

The group now includes 35 residences with paid dues which represents approximately 72% of the landowner residences in Upper Boulder Heights. A high level of membership is important because the granting agency looks at the degree of participation in the neighborhood as one of the criteria used to determine who receives the matching award that we have applied for. We invite those who have not yet signed (see the list on page 3) to join this community effort.

The following is a response by John Benson, chief of the Boulder Mountain Fire Department to questions which arose at the organizational meeting of the Upper Boulder Heights Concerned Residents.

Chief:

On behalf of the Boulder Mountain Fire Protection District staff, thank you for your participation and concern regarding the high potential and reduction for catastrophic wildfire in Boulder Heights. The staff of BMFPD will assist you in any way we can.

Question:

Will the money that a homeowner puts toward the fuel break be in any way tax deductible?

Chief:

At this time, it does not appear that the funds provided by the homeowners will be tax deductible. I talked with our attorney and I was told that the monies paid to a contractor or fire department are for services performed and therefore are not tax deductible. The best advice I can give you is, talk with your independent tax consultant or accountant. Everyone's situation may be different.

Question:

What kind of assurance can you give the residents in Upper Boulder Heights that if the fuel break is built that the fire department will actually come up here and defend our homes?

Chief:

The Boulder Mountain Fire Protection District is committed to fire protection, to preserve human life and to protect property and valuables within the entire district. Unless the safety of our firefighters is compromised, BMFPD will do everything humanly and mechanically possible to provide protection in the event of a wildfire. The safety of our firefighters and those that respond from other agencies is paramount and there are possible wildfire scenarios in which no fuel break nor the best possible firefighting efforts will prevail.

Constructing a fuel break along the ridge above Glendale Gulch will significantly increase our abilities to protect you and your homes. Let me illustrate this by describing the most likely wildfire scenario with and without the fuel break.

Without the Fuel Break:

- The chances of a fire running up through the area will be the same as they are today. Given the steep slope, heavily forested area and prevailing winds out of the west, a wildfire could move very rapidly compromising even the initial evacuation and increasing the potential for loss of life. Keep in mind that it takes approximately twenty minutes from first request for emergency evacuation through Boulder County Emergency Services until the first phone calls received by residents.
- No fuel break means you can expect a high preheating of vegetation, long periods of crown fires, firebrands traveling ahead of the fire and starting additional fires throughout Boulder Heights.
- In a significant wildfire event, the incident triage officer must evaluate the situation and make a determination about whether defending any given area is safe for firefighters. Without a fuel break to drop the fire from the trees to the ground and slow the advance of the fire, the safety for firefighters to make a stand along the ridge is compromised. Conditions would have to be just right to position crews and equipment along the ridge under such adverse conditions.

With the Fuel Break:

- The fuel break significantly enhances the safe evacuation process for residents in the area by slowing the advance of the fire and providing more time for an orderly evacuation and protecting the evacuation routes.
- If a fire starts along Glendale Gulch area, a fuel break will act to drop the fire to the ground where firefighters will have a significantly better chance of containing the fire at the point of the fuel break. The fuel break provides at least four measures of safety:
 - It slows the rapid advance of a wildfire;
 - It provides a safe area from which firefighters may be able to operate to halt and contain the fire;
 - It gets the fire out of the trees and on the ground where firefighters are better able to extinguish the fire
 - Getting the fire out of the trees and on the ground also reduces the production of embers and firebrands that can become airborne and start fires well ahead of the main fire.
- The presence of the fuel break greatly enhances the likelihood that the incident triage officer will allow firefighters to defend values at risk in this area by providing a safe area from which to conduct firefighting operations.

Please understand there may be times when a wildfire will not respect any type of fuel break or fire fighting efforts. BMFPD's first responsibility is evacuation, your personal safety, and the safety of our firefighters. A fuel break in your area provides a much better chance of not only controlling the main head of the fire but also reducing the chances of a crown fire racing past the Overlook and Deer Trail areas into other parts of our district. You can help us accomplish our mission by your continued support and efforts to bring this project to reality. I look forward to having this project awarded and working with you to make this a reality.

This is a list of our neighbors who own a home in Upper Boulder Heights and who have not yet joined the group. If you know anyone of this list please encourage them to sign up on the attached form.

DUKE SNYDER
TIMOTHY DIXON
JAMES & KAREN MILLER

289 DEER TRAIL CR
333 DEER TRAIL CR
548 DEER TRAIL CR

ROGER & MARY JANE MCLEAN
SUSAN READ & RAYMOND JESAITIS
GLEN & TRACI BOGGIO

1666 DEER TRAIL RD
1814 DEER TRAIL RD
1823 DEER TRAIL RD

JOHN & ANNETTE TAYLOR

76 OVERLOOK LN

SMITH, NANETTE & WALKER
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98 MINE LANE
123 MINE LANE

WILLIE & BEVERLYN JORMAN
SCOTT TREPICONE
CARY & PRATT REYNOLDS
JANICE & WILLIAM BLAESING

1949 FALCON CREST
1968 FALCON CREST
1980 FALCON CREST
2000 FALCON CREST

Upper Glendale Gulch and Left Hand Canyon Fuel Break Project

Concerned Residents

This form is for the use of those who wish to become part of this project.

Please return this form along with \$2 per residence in dues to either
David and Cheryl Bailey, 328 Overlook Lane or
Grant and Chris Blue, 243 Deer Trail Circle.
Thank you.

Name _____

Address _____

Phone Number _____

e-Mail _____
(Only will be used to communicate with this group about this project)

Dues Paid: Yes _____ No _____

Do you support applying for this grant? Yes _____ No _____

Comments:

Receipt

_____ paid \$2 on _____, 2005 for dues to the Upper Glendale
Gulch and Left Hand Canyon Fuel Break Project group.

Fuel Break Newsletter No. 2

October 8, 2005

This newsletter is written to keep everyone in the Upper Boulder Heights neighborhood aware of what is happening on the proposed Upper Glendale Gulch and Upper Left Hand Canyon fuel break project.

The group now includes 35 residences with paid dues which is approximately 72% of the landowner residences in Upper Boulder Heights. A high level of membership is very important because the granting agency looks at the degree of participation in the neighborhood as one of the criteria used to determine who receives the matching award that we have applied for. We invite those who have not yet signed (see the list on page 3) to join this community effort.

Interestingly we now have memberships for all the houses on Mine, Overlook, and Roxbury whose property borders upper Glendale Gulch and also most of the residences on Deer Trail Circle. Whether you live on the edge or not, if a fire comes up out of Glendale Gulch pushed by our prevailing winds the fire will be at your door soon enough.

Steve Lynn raises an interesting concern below regarding the need for part of the fuel break to cross BLM land. I spoke with Dennis Zachnan at the BLM in Lakewood. I explained what we are trying to do and that it would be partly on BLM land. He said that his people could probably do the work on BLM land if it was in their budget or we could do it with their oversight. He was very helpful and made the project seem very feasible.

The following answers were received from Steve Lynn, the head of the Boulder Mountain Fire Department's mitigation efforts. Future newsletters will include answers to other questions.

Q1. Does such a fuel break require approval by the Boulder County planners or the Boulder County commissioners or anyone else in the county/state/BLM/etc to do the work of the project? There will be a visual impact from the work. Some of the work will be on BLM land, what are the issues there?

Steve - No approval is required from the Boulder County Land Use Department. The planner directly responsible is Eric Robbers – Wildland. I would definitely contact him for a sign-off but he knows the work of the Mitigation Department. Please contact him for any questions and a reference for the Boulder Mountain Fire Protection District (BMFPD) at ephilips@co.boulder.co.us or (303) 441-3930. The impact will depend on the type and shape of the fuel break. BMFPD recommends a shaded fuel break for minimal visual impact but it is less effective than a clear cut. BMFPD has installed both kinds of fuel breaks and can provide the photos and documentation.

I would propose approaching the BLM and forcing the new good neighbor policy on them. The BMFPD has no contacts at the BLM and would have to start negotiations now if you're thinking of selecting us for this project. Neither the homeowners nor the BMFPD will be in a strong negotiating position until we get the grant and have a formalized contract in place. We should contact the BLM together and discuss the neighborhood's safety and overall forest health issues. It is unlikely that the BLM will allow anyone to cut on their land so we must ask them to do it themselves.

Q2. Was the width of the proposed fuel break based on some sort of calculation?

Steve - I would propose the width of the fuel break and marking be done by the Colorado State Forest Service (CSFS). They will charge you \$50 per hour and will be the ones who give the final approval. Their early buyoff will assure a smooth final inspection. They will follow their recommendations to low limb all large trees and remove most trees less than 6 to 8 inches in diameter and separate the crowns by 10 to 25 feet. The low limbing will be completed on all remaining trees to 8 feet high or 40% of the tree at a maximum. Their recommendations are at <http://www.ext.colostate.edu/pubs/natres/06302.html>.

Q3. Would it be appropriate to have the State Forester involved in this project?

Steve - Yes.

Q4. What width should the fuel break be?

Steve - The size of a fuel break is not an easy question. There is a simple formula that says 100' from the road on either side adjusted for slope. The slope adjustment is minus the percent slope on the up hill and add one and a half times the percent slope to the down hill side. While the uphill slope averages 0% the downhill slope averages 100%. By this simple calculation the fuel break width is 350' (250' on the downhill side and 100' on the uphill side of Overlook, Deer Trail Circle, and Roxbury). I propose leaving the determination of the width of the fuel break to the CSFS with influence from BMFPD and the homeowners.

Unfortunately that puts our project onto unfriendly property and potentially uncooperative government agencies which could destroy any potential benefit from the fuel break. We will have to overcome this difficult obstacle before we can get started. To overcome it we need to compile a map showing which properties are for the project, against the project, or are unreachable property owners. The second step is to approach the unreachable owners including the BLM and determine their position. The final step is to outline the properties that can be marked by the CSFS and determine if we will get any benefit from the project.

Q5. What is the effectiveness of the fuel break?

Steve - The effectiveness of fuel breaks is a major debate and can not be answered by anyone. Studies of effectiveness are limited and inconclusive at this point. Here are a few articles that present successes and failures of fuel breaks:

- ☐ <http://www.firesafecouncil.org/articles.cfm?article=120>
- ☐ <http://www.qlg.org/pub/miscdoc/agee.htm>
- ☐ <http://www.fire.blm.gov/textdocuments/10-22-04.pdf>
- ☐ <http://ucce.ucdavis.edu/files/filelibrary/5098/16265.pdf>

Most of the home owners in this neighborhood have experienced fire nearby and must decide for themselves if what the BMFPD is proposing will work. The BMFPD is proposing this project to these homeowners because we think it has the best potential to save lives in this district according to our community wildland protection plan and my own personal gut feeling which comes from 5 years of fighting wildfire in this area and 15 years of living in these beautiful but dangerous hills and forests.

Steve Lynn - Mitigation Coordinator - Boulder Mountain Fire - (303) 440-0235
mitigation@bouldermountainfire.org

This is a list of our neighbors who own their home in Upper Boulder Heights and that have not yet joined the group. If you know anyone of this list please encourage them to sign up on the attached form.

DAVID & MARIAN CLARK
DUKE SNYDER
TIMOTHY DIXON
JAMES & KAREN MILLER

199 DEER TRAIL CR
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333 DEER TRAIL CR
548 DEER TRAIL CR

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1949 FALCON CREST
1968 FALCON CREST
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Upper Glendale Gulch and Left Hand Canyon Fuel Break Project

Concerned Residents

This form is for the use of those who wish to become part of this project.

Please return this form along with \$2 per residence in dues to either
David and Cheryl Bailey, 328 Overlook Lane or
Grant and Chris Blue, 243 Deer Trail Circle.
Thank you.

Name _____

Address _____

Phone Number _____

e-Mail _____
(Only will be used to communicate with this group about this project)

Dues Paid: Yes _____ No _____

Do you support applying for this grant? Yes _____ No _____

Comments:

Receipt

_____ paid \$2 on _____, 2005 for dues to the Upper Glendale
Gulch and Left Hand Canyon Fuel Break Project group.

Fuel Break Newsletter No. 1

Notes from the First Group Meeting

September 8, 2005

The first meeting of the Concerned Citizens above Glendale Gulch and Left Hand Canyon met last Thursday evening to discuss what might be done to reduce the risk of a catastrophic fire racing up our west facing slopes into Upper Boulder Heights.

Approximately 30 people attended representing 21 different residences. Dues of \$2 were collected from each residence. The owners of eight additional residences indicated their interest and paid their dues but were unable to attend. So far over half of the residences in the Upper Boulder heights area made up of Deer Trail Circle, Roxbury Road, Falcon Crest, Mine Lane, Overlook Lane, and upper Deer Trail Road are participating in this group. The discussions in the meeting were led by Grant Blue.

The potential for a major fire and how the fire department would respond were discussed. We learned that concerns for our neighborhood from a fire from the west have been widely recognized by the fire fighting community for many years. A project to improve egress from the area including building new roads or improving low quality existing roads was discussed, but the cost of such a project was thought to be very high. The possibility of limiting visitors to the Butzel Hill open space was also discussed.

The discussion turned to the potential of obtaining a Federal matching grant to build a fuel break from the Sunshine Saddle Road to beyond the Roxbury Road homes. The merits and appearances of different types of fuel breaks were discussed. In addition, several ways to dispose of the slash from such a project were explored. We also discussed the need for other fire prevention and mitigation efforts in this area. Future applications to this grant program could focus on these needs.

It was unanimously agreed by those present to pursue a grant to build the fuel break. The required application was completed and submitted last Friday. The questions and wording of its sections were fairly general and did not require decisions at this time about details that will need more group discussion before this project can actually begin. Anyone in the Concerned Citizen's group who would like a copy of the application, please request this at dtcabailey@comcast.net. The application is for a 2-year grant that provides \$30,000 from the government to be matched by \$30,000 from our residents. This obligation can be met either with cash, or labor on the project, or a combination of both. If all residences in Upper Boulder Heights participated and contributed equally to the match, then each residence would contribute about \$600. Labor by the residents on this project would accumulate \$12 toward the match per hour of approved work.

The meeting lasted about 2 hours and was mostly informational with lots of questions and discussion. Steve Lynn from our fire department was present and provided background, information, and answered many questions. After the meeting, many stayed for another half hour and discussed this and other issues within the neighborhood.

We should learn in December if our application has been successful. I (David Bailey) will attempt to keep everyone in the neighborhood aware of the current status of this project by periodic newsletters like this one. If successful, the next steps of the project would include:

- a. Layout the actual route of the break with landowner participation.
- b. Determine the ownership of each parcel of land that the break will cross.
- c. Obtain permission from all landowners whose property will be crossed.
- d. Determine the actual type of break and what to do with the slash.
- e. Set up a bank account and obtain an EIN number for the organization.
- f. Start to collect the money and to log the project time toward each neighbor's contribution to the grant match.

If a fire were to attack us from the west, there will likely be no place in this neighborhood that will be safe from the flames. While we can never eliminate this risk entirely we should do what we can to increase our safety from fire, increase the time that we would have to evacuate our homes, and improve the safety for the firefighters who will try to defend our homes.

If you have already joined the group then we thank you. If you have not yet joined then we hope that you will see the value of this community project and that it benefits us all. If your name is on the list below we urge you to become part of this effort. You may join by filling out the attached form and returning it along with \$2 per residence in dues to either David and Cheryl Bailey, 328 Overlook Lane or Grant and Chris Blue, 243 Deer Trail Circle. The more residences we have involved with this project the stronger our grant application will be and the less money and/or labor that each of us will need to contribute to complete the match. Come join the group and be part of this important community project.

We hope the following residents will join us in this project.

KATHLEEN KENNEDY	000011	DEER TRAIL	CR
ERIC SNYDER	000066	DEER TRAIL	CR
DAVID & MARIAN CLARK	000199	DEER TRAIL	CR
MARY BETH & DAN HUNTER	000213	DEER TRAIL	CR
WAYNE & HARRIET FLUENT	000225	DEER TRAIL	CR
RICHARD & ABBY DUSANSKY	000226	DEER TRAIL	CR
DUKE SNYDER	000289	DEER TRAIL	CR
TIMOTHY DIXON	000333	DEER TRAIL	CR
ROBERT TRUEMPER & CHERI MARTIN	000394	DEER TRAIL	CR
JAMES & KAREN MILLER	000548	DEER TRAIL	CR
DEBORAH & RICHARD DUSANSKY OR CURRENT RESIDENT	001575	DEER TRAIL	RD
ROGER & MARY JANE MCLEAN	001666	DEER TRAIL	RD
PAT & ANNE LIVINGSTON	001750	DEER TRAIL	RD
TERRY & MICHAEL AMBROSIO	001784	DEER TRAIL	RD

SUSAN READ & RAYMOND JESAITIS
GLEN & TRACI BOGGIO

001814 DEER TRAIL RD
001823 DEER TRAIL RD

JOHN & ANNETTE TAYLOR
GERALD & NANCY SMITH
ROGER & JANE LARSON

000076 OVERLOOK LN
000097 OVERLOOK LN
000219 OVERLOOK LN

BRYAN H STANDLEY

000323 ROXBURY DR

CHRIS MOORE & SUSAN WILDAU
SMITH, NANETTE & WALKER
DAWN FLEMMING
MCCOY, SOPHYIA & GREGORY
SONJA AND MICHAEL LOOPER

95 MINE LANE
98 MINE LANE
123 MINE LANE
172 MINE LANE
192 MINE LANE

PATRICK WEIDMAN
WILLIE & BEVERLYN JORMAN
SCOTT TREPICONE
REYNOLDS, CARY & PRATT
BLAESING, JANICE & WILLIAM

1865 FALCON CREST
1949 FALCON CREST
1968 FALCON CREST
1980 FALCON CREST
2000 FALCON CREST

Upper Glendale Gulch and Left Hand Canyon Fuel Break Project

Concerned Residents

This form is for the use of those who wish to become part of this project.

To join return this form along with \$2 per residence in dues to either
David and Cheryl Bailey, 328 Overlook Lane or
Grant and Chris Blue, 243 Deer Trail Circle.

Thank you.

Name _____

Address _____

Phone Number _____

e-Mail _____

(Only will be used to communicate with this group about this project)

Dues Paid: Yes _____ No _____

Do you support applying for this grant? Yes _____ No _____

Comments:

Receipt

_____ paid \$2 on _____, 2005 for dues to the Upper Glendale

Gulch and Left Hand Canyon Fuel Break Project group.

- EAC timesheets / 901s
- for grant app
add 7200 + 50k

BIT FB

39 contributors of 52

36 paid \$800
30,000

Expenses + \$300 22,500 for done FB from LO's + same for C&S
\$7,200 remaining

Permission 19 of 22

- ① Refund 36 $\frac{\$200}{7200}$
- ② Work in between houses, interior ~10 ac (above Mine Rd)
- ③ Continue down Roxbury to LEE Hill Rd
- ④ Continue down Mine Rd trail toward Sunrise saddle

Steve and I complete short report w/ map
notifying where/how \$ is spent.

BA article for FR newsletter



RECOMMENDATIONS

The following recommendations are for fuels treatments in BMFPD. Recommendations are listed by priority level, however recommendations within each priority level are considered to be of relatively equal importance and no further sorting should be implied. The prioritization of recommendations was driven principally by life safety concerns. Conservation of property and operability were considered as secondary factors. These recommendations are designed to reduce threats to ingress/egress and defensibility of the district. These recommendations are not a replacement for defensible space or other recommendations in this report. It is important to understand that defensible space for all homes is a critical element in reducing hazards to life and property. These recommendations will only achieve maximum effectiveness in conjunction with defensible space treatments. Only treatments inside the boundaries of BMFPD have been included in these recommendations. Obviously, fire does not respect administrative boundaries and cooperative efforts with adjoining fire districts are highly recommended.

- A. **Thinning where necessary to conform to guidelines for shaded fuelbreaks along Lee Hill Drive. Priority level - High.** Thinning along four sections of this critical access route is highly recommended. This project will remove many stressed trees in close proximity to the roadway. Not only does this project protect access, it also reduces the potential for human caused ignitions to spread to steep drainages in hazardous areas. *County taking
Mag chloride
> 100' each side*
- B. **Thinning where necessary to conform to guidelines for shaded fuelbreaks along the access to the Lee Hill antenna site and the church camp. Priority level - High.** This important thinning project will slow the progression of an ignition in the hazardous sunshine saddle area into Boulder heights. This project also provides for access protection to the church camp and a fuel break to the communication towers. *currently
cutting*
- C. **Thinning where necessary to conform to guidelines for shaded fuelbreaks along Timber Lane and Wild Horse Road. Priority level - High.** Removal of the very dense flammable conifer fuels helps protect the primary access route into the densely populated southwest section of BMFPD as well as breaking the fuel continuity on the slopes below many homes. This project also reduces the potential for human caused ignitions along these busy streets to spread rapidly upslope. The northern end of this project can also be tied into an existing fuel break north of Wild Horse Road. Priority thinning should begin above ravines. *currently
cutting*
- D. **Thinning where necessary to conform to guidelines for shaded fuelbreaks along Bristle Cone Lane, Alpine Way, Hawk Lane and Alder Road. Priority level - High.** In addition to protecting access to homes in the densely populated southwestern portion of Pine Brook Hills, this project will also protect an important escape route running from the end of Bristlecone to Sunshine Canyon. The extension of fuels reduction along Alder also ties into the shaded fuelbreak to the south. *finished
earlier*
- E. **Carriage Hills stand treatment and access road fuel reductions. Priority level - High.** Removal of flammable conifer fuels helps protect an essential access route into the densely populated northern section of Carriage Hills and the western portion of Boulder Heights as well as breaking the fuel continuity on the slopes below many homes. This project also reduces the potential for human caused ignitions along these busy streets to spread rapidly upslope. The recommended stand treatment is a sanitation cut that will remove dead and diseased trees on the steep slopes below the section of Carriage Hills leading into the southern portion of Boulder Heights. Initial work should be done along the road and then extended into the stand. *some last
year,
not complete*
- F. **Thinning where necessary to conform to guidelines for shaded fuelbreaks along Pine Brook, Wildwood and Bow Mountain Road. Priority level - Moderate.** This project *more
work is
district
not done*

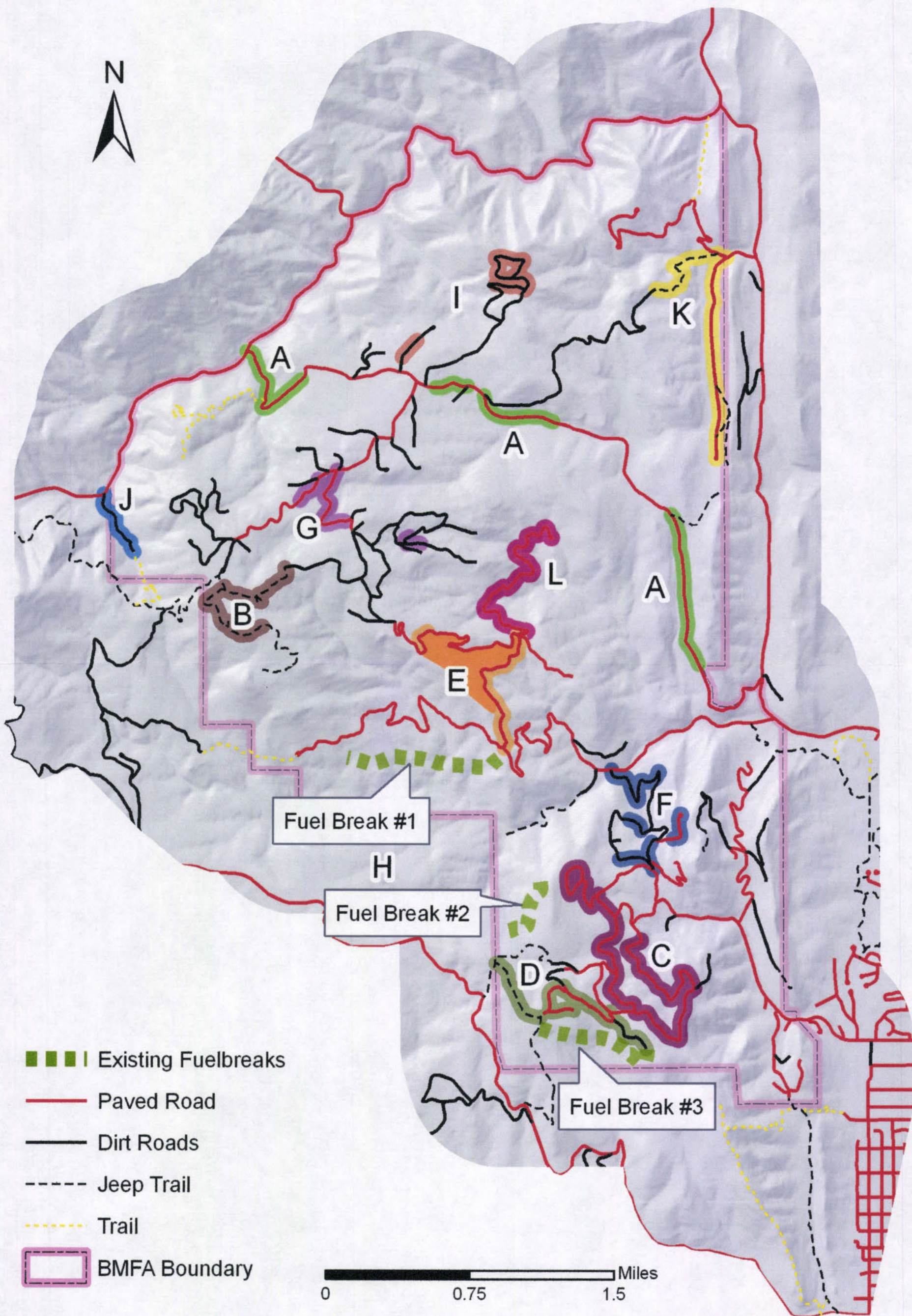
removes dense conifer fuels along primary access roads in the densely populated northern section of Pine Brook Hills.

- G. **Thinning where necessary to conform to guidelines for shaded fuel breaks along Deer Trail and Brook Road. Priority level - Moderate.** This project removes conifer fuels along primary access roads in the densely populated south and west sections of Boulder Heights. The treatment along Brook Road also creates a fuel break across a heavily loaded ravine that threatens this area.
- H. **Maintenance cleanup of fuelbreaks #1&2. Priority level - Moderate.** This project is necessary to maximize the effectiveness of two existing fuelbreaks. Work should include removing regeneration, limbing, improving openings and reduction of the surface fuel load. The possibility of tying in these fuelbreaks to defensible spaces in order to create an anchor point to roads should also be reevaluated and if possible implemented. *Next Year?*
- I. **Thinning where necessary to conform to guidelines for shaded fuel breaks along Antler, Peakview and Elk Ridge Roads. Priority level - Low.** Recommended to protect homes in the northwestern portion of Boulder Heights that could be easily cut off by ignitions occurring in the drainages along the road, but rated as low priority because of the relatively small number of homes involved. *5 yr plan*
- J. **Road improvements and thinning where necessary to conform to guidelines for shaded fuel breaks along Glendale Gulch. Priority level - Low.** Glendale Gulch is the most hazardous community in the study area. Widening and surface improvement as well as extensive fuels reduction along the access road and driveways would be necessary to protect firefighters and residents in the event of an ignition in this area. Turnarounds for apparatus are also necessary, and all of the homes in the community would need extended defensible space to make any defense practical. This project has been rated as low priority due to the small number of homes that would be protected by what would be a considerable resource commitment. *shuffled up hill for new fuel break*
- K. **Thinning where necessary to conform to guidelines for shaded fuel breaks along Valley Lane. Priority level - Low.** Valley Lane is a dead end road with a heavy continuous fuel load on both sides. This project has been rated as low priority, because like Glendale Gulch, only a few homes would benefit from a large commitment of resources. Unlike Glendale Gulch, safety of the individual structures could be greatly improved simply with defensible space treatments. *huge homes for small area*
- L. **Thinning where necessary to conform to guidelines for shaded fuel breaks along Cutter Road. Priority level - Low.** Cutter Road is a relatively steep dead end road with a heavy continuous fuel load on both sides. This project has been rated as low priority, because like Glendale Gulch, only a few homes would benefit from a large commitment of resources. *6 homes very expensive sure setty done*

Lower priority = less homes

Start on west side, then head north

*BoCo open up trail near Glendale Gulch
swap with BLM, higher fire use*



Existing Fuelbreaks

Paved Road

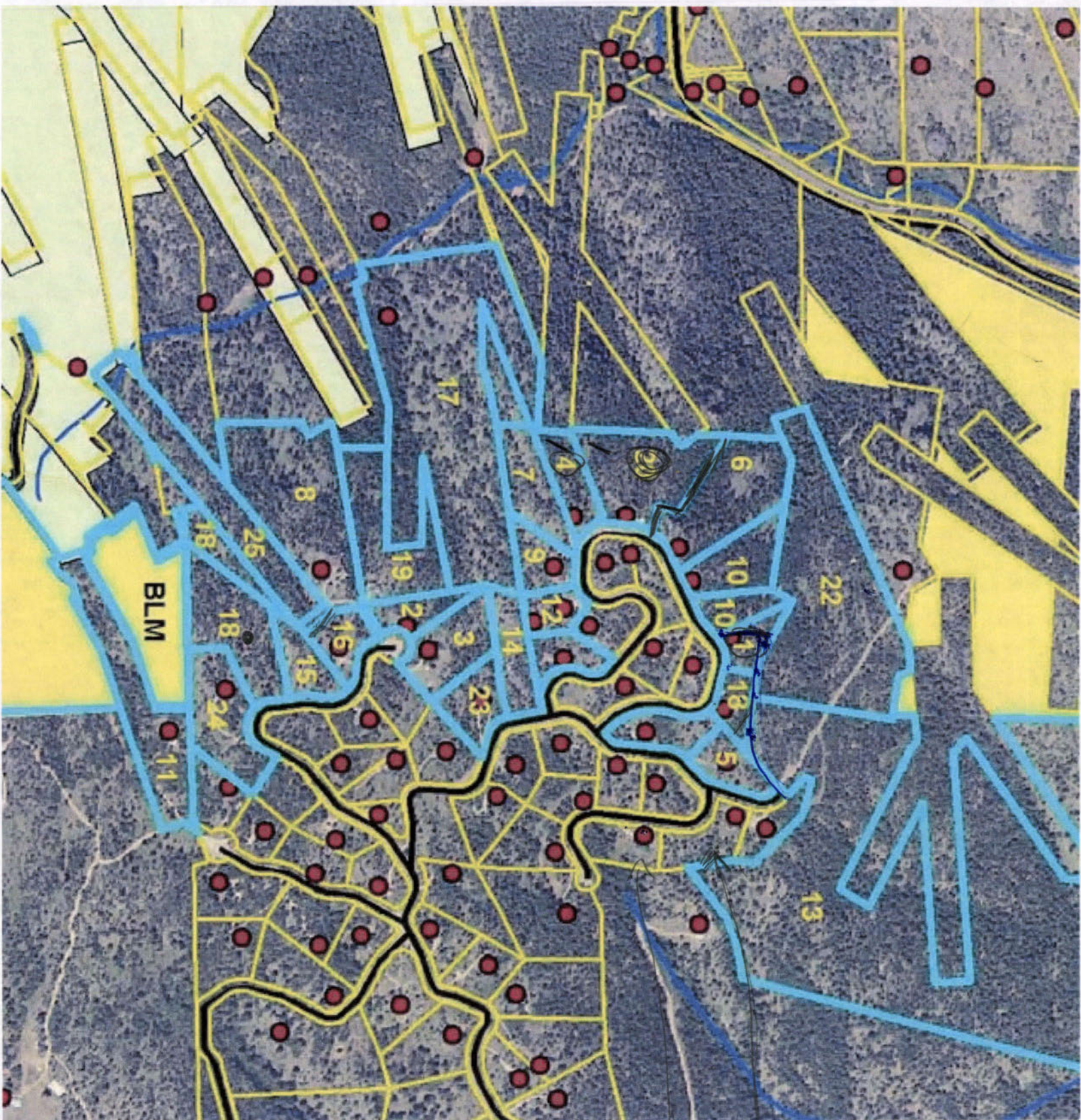
Dirt Roads

Jeep Trail

Trail

BMFA Boundary

0 0.75 1.5 Miles



Torman
R. Dick
Weldman P

MAP ID	NAME	ADDRESS1	CITY	STATE	ZIPCODE	STREETNAME	ACRES	CLASSCD1 D
1	ALSPACH PHILIP C	433 DEER TRAIL CIR	BOULDER	CO	80302		1.16	SINGLE FAM.RES.-LAND
2	ANNANDALE ETHELWYN B	335 OVERLOOK LN	BOULDER	CO	80302		1.22	SINGLE FAM.RES.-LAND
3	BAILEY DAVID TIFFANY & CHERYL ANN	328 OVERLOOK LN	BOULDER	CO	80302-9444		2.36	SINGLE FAM.RES.-LAND
4	BLUE CHRISTINE L & A GRANT BLUE	243 DEER TRAIL CR	BOULDER	CO	80302-9445		1.77	SINGLE FAM.RES.-LAND
5	BOGGIO GLEN M	1823 DEER TRAIL RD	BOULDER	CO	80302		1.33	SINGLE FAM.RES.-LAND
6	DIXON TIMOTHY J	333 DEER TRAIL CIR	BOULDER	CO	80302-9445		4.61	SINGLE FAM.RES.-LAND
7	DRAGOMICKY MARTIN & ILONA HORVATH	PO BOX 640097	SAN JOSE	CA	95184-0097	233 DEER TRAIL CR	2.28	VACANT RES LOTS
8	FAUL IVAN & RENEE	323 OVERLOOK LN	BOULDER	CO	80302-9444		7.70	SINGLE FAM.RES.-LAND
9	FLUENT WAYNE J & HARRIET M	225 DEER TRAIL CR	BOULDER	CO	80302-9445		1.40	SINGLE FAM.RES.-LAND
10	GLAZIER ADAM L & JOYCE L	345 DEER TRAIL CIR	BOULDER	CO	80302-9445		2.45	SINGLE FAM.RES.-LAND
	GLAZIER JOYCE L & ADAM L	345 DEER TRAIL CIR	BOULDER	CO	80302-9445	347 DEER TRAIL	1.17	VACANT RES LOTS
11	HART JOHN E & JUDITH S	189 MINE LANE	BOULDER	CO	80302		5.06	SINGLE FAM.RES.-LAND
12	HUNTER MARY BETH	213 DEER TRAIL CR	BOULDER	CO	80302		0.98	SINGLE FAM.RES.-LAND
13	JORMAN WILLIE A JR & BEVERLYN A JORMAN	1949 FALCON CREST	BOULDER	CO	80302-9457	000 DEER TRAIL CR	44.90	VACANT 35 AC TO LT 100 AC
14	KENNEDY KATHLEEN J	11 DEER TRAIL CIR	BOULDER	CO	80302		1.95	SINGLE FAM.RES.-LAND
15	LARSON ROGER F & JANE O	PSC 80 BOX 11131	APO	AP	96367-0014	219 OVERLOOK LN	1.49	SINGLE FAM.RES.-LAND
16	LEWIS ELEANOR REED	301 OVERLOOK LN	BOULDER	CO	80302		1.39	SINGLE FAM.RES.-LAND
17	LUTTON WOLF	397 GLENDALE GULCH ROAD	JAMESTOWN	CO	80455		17.60	SINGLE FAM.RES.-LAND
18	PAPIERZ ALLEN B & JACQUELINE M	463 DEER TRAIL CR	BOULDER	CO	80302-9445		1.04	SINGLE FAM.RES.-LAND
	PAPIERZ ALLEN B & JACQUELINE M	201 OVERLOOK LN	BOULDER	CO	80302	205 OVERLOOK LN	3.91	VACANT RES LOTS
19	SMITH JAMES D & SALLIE K	347 OVERLOOK LANE	BOULDER	CO	80302		4.40	SINGLE FAM.RES.-LAND
20	SNYDER DARRELL P	289 DEER TRAIL CR	BOULDER	CO	80302-9445		4.48	SINGLE FAM.RES.-LAND
21	SOUTHERN CROSS EDUCATIONAL TRUST	323 OVERLOOK LN	BOULDER	CO	80302	000 GLENDALE GULCH RD	1.49	VACANT 1 AC TO LT 5 AC
22	STANDLEY BRYAN H	335 CRIPPLE CREEK TR	BOULDER	CO	80305-7163	323 ROXBURY DR	12.10	VACANT 10 AC TO LT 35 AC
23	WALLEN ROBT B & MARTHA T	1643 DEER TRAIL RD	BOULDER	CO	80302-9446		1.74	SINGLE FAM.RES.-LAND
24	ZWIEBEL RICHARD	189 OVERLOOK LN	BOULDER	CO	80302		3.44	SINGLE FAM.RES.-LAND
25	CRUX LLC	323 OVERLOOK LN	BOULDER	CO	80302	000 GLENDALE GULCH RD	5.16	VACANT 5 AC TO LT 10 AC

Not on Kennedy

Faul will come

Crux

Southern Cross " " "

Larson (in Tapa)

5/12/00
\$3,200 from ext (1200 return)
\$25,000 from FB original
(5,000 return P)
22 + 22 = 844 for 24 ac

Dan Hunter

P 444-1598

C 579-3207

dhgp@comcast.net

Philip Alspach
402-1416

Sallie Smith
402-1957

Glazier
444-7702
aglazier@boulder-
systems.com

Bob Bundy

From: Bob Bundy [rbundy@lamar.colostate.edu]
Sent: Friday, March 10, 2006 3:59 PM
To: Steve Lyon (mitigation@bouldermountainfire.org); 'drcabailey@comcast.net'
Cc: Allen Owen
Subject: Maps and Property owners

Steve and David,

I have attached four maps of the fuel break area along with a spreadsheet of all potentially influenced property owners. According to our discussion earlier this week, I drew in a fuel break that stretched down at least 300' from the road and at times 200' below a house (whichever was more). After that, we excluded areas within 100' of houses as that was our general policy of the defensible space. With those two guidelines the fuel break typically ranged from 100' to 200' wide averaging just over 100'. The total area of the fuel break (in red outline on the maps) is about 15.75 acres. I'm sure the acreage will vary +/- 2 acres after being setup on the ground. This acreage is much less than we originally expected. With that in mind, I added a map "Boulder Heights with D's" that shows the total acreage of everything west of Deer Trail. The area in orange was about 58 acres, added to the area in red (15.75 acres), equaling almost 74 acres. I'm guessing all of that acreage will not need treatment, but I included it for a general acreage reference.

The map, "Boulder Heights Parcels", has all of the parcels highlighted that a fuel break would most likely cross. The numbers in the parcels are linked to the "map ID" numbers on the attached spreadsheet. I attempted to have the names show on the map, but there was too much overlap to distinguish the property owner.

Since the fuel break acreage ended up being less than we expected, I'm guessing we should catch up sometime next week to discuss this. With an average cost of between \$1,200 and \$2,000 per acre, we still have a lot of breathing room to make the project fall under the \$60,000. Perhaps we could stretch the fuel break to the north/northeast, or widen it to include areas up to the back of some of the homes. Just a thought, we should probably figure this out before we approach everyone else.

I'll catch up with each of you next week to discuss the status of potential grant money.

Steve - Allen and I are planning on attending your meeting with Anchorpoint next week. Is it on Tuesday or Wednesday?

Talk to each of you soon.

Bob Bundy
Fuels Treatment Partnership & Wildfire Mitigation Forester
Colorado State Forest Service - Boulder District
5625 Ute Highway
Longmont, CO 80503
(303) 823-5774
(303) 823-5768 fax
rbundy@lamar.colostate.edu

3/17/2006

Re: Map & Property Owners

Untitled

Bob,

Good job on the map. I walked the Foster's property (333 Roxbury, the most north property that is 12 acres) with them last week. I think we should spend the money on clearing the driveway. Clear 130' on the west because it is up hill (20%) and 210' on the east (downhill 40%). The reason to clear is because of access. Then work from Falcon Crest to Dear Trail.

I am sure we will have enough acreage needing treatment to spend as much as they deem to give us in this 50 home neighborhood. Remember we through out the up hill portion of the break. We could afford to clear the properties in the center of dear trail circle. Also the key to the price is accessibility and the 15.75 acres we are proposing are as inaccessible as it gets. The Roxbury and Falcon Crest neighborhoods are much easier and we may now want to start here asap.

Steve

From: Steve Lynn

Sent: 3/10/06

2006 Western States
Wildland Urban Interface
Grant Application

FOR OFFICIAL USE ONLY	
State Submitting Project:	Boulder
State Priority Number:	N/A
Statewide Risk Assessment Rating:	
Hazard Description / Other:	

Applicant Information	
Applicant:	Concerned Residents above Glendale Gulch and Left Hand Canyon (ConRes)
Contact Person:	David Bailey
Address:	328 Overlook Lane
City/Zip Code:	Boulder, Colorado 80302
Phone (Work/Cell):	(303) 447-8696
Email:	dtcabailey@comcast.net
Fax:	(303) 447-8696

Community At Risk Information			
Name of Project:	Upper Glendale Gulch and Left Hand Canyon Fuel Break		
Community Name:	Upper Boulder Heights		
County:	Boulder	Congressional District:	Colorado 2nd
Latitude (decimal degrees):	40.083°	Longitude (decimal degrees):	105.38°
Threat Description (check all that apply)			
Homes:	X	Number of:	53
Businesses:		Number of:	
Watersheds:	X	Number of:	1
Other (Describe):			

Requested Grant Amount / Project Description	
All information for the project must fit into the space provided below. Attachments will not be considered by the review committee.	
Dollar Amount Requested \$ 30,000	Projected Match \$ 30,000
<p>Provide a brief overview of the project and the project area. (If applying for a fuels reduction project, identify vegetation types.)</p> <p>Upper Boulder Heights has high potential for a catastrophic wildfire. All of the homes are either at the top or within 1/4 mile of steep west facing slopes with high fuel loads. The area is routinely subjected to extreme westerly winds. This neighborhood has only a single egress route from the area suitable for standard cars.</p> <p>The fuel model is primarily closed canopy mixed conifer (FM9). We are in the Boulder Mountain Fire Prevention District (BMFPD) which in 2004 commissioned a wildfire risk assessment. This study concluded that public egress and firefighter access are our greatest needs. This particular proposal was identified as one of the districts highest priority fuel reduction projects.</p> <p>This proposal would build a fuel break below and to the west of this neighborhood to stop or slow a wildfire originating in or to the west of Glendale Gulch. The actual route of the break will be made with landowner participation.</p>	

Scope of Work / Project Timeline

All information for the project must fit into the space provided below. Attachments will not be considered by the review committee.

Provide a brief scope of work which clearly describes how grant funds will be spent. (This should be more specific than the project description)

This fuel reduction project would **build a fuel break from the Sunshine Saddle road to beyond the Roxbury road homes**. The route would take advantage of the natural rock outcroppings and cliffs in the area. The slash would either be pulled to the top and disposed of, burned in place, or in less accessible areas "lop and lay" tactics may be most appropriate. The proposed work would be done by a local mitigation crew based on bids and scheduling availability along with participating residents.

We anticipate that the effort to obtain landowner permission may become a sizeable undertaking as the route of this break will partially fall in an old mining district where land ownership is complex.

Describe all planned maintenance (grant funded or other) if this project is funded.

The ConRes group will monitor the project for regrowth of fuels and for dead or dying trees particularly due to the dwarf mistletoe and pine bark beetle infestations that are common in this area. Such fuels will need to be continually removed.

What is the duration of this project? (check one) One Year Two Years ☒ X

Is this a continuing project from previous year/s? (check one) Yes No ☒ X

Provide a timeline for the project

Year one – It is anticipated that the project will be primarily concerned with establishing the route of the break and obtaining permission from the effected landowners. Work on portions of the line may start as soon as its route is finalized and permissions are obtained.

Year two – Entirely devoted to line construction and fuel removal.

Interagency Collaboration

Specify the private, local, tribal, county, state, federal and/or non-governmental (501c3) organizations that will contribute to or participate in the completion of this project. Describe **briefly** the contributions each partner will make (i.e. – donating time/equipment, funding, etc.).

The Concerned **Residents group will provide project oversight, resident labor, and dedicated funds to match the funds provided by the grant**. The Boulder Mountain Fire Protection District (BMFPD) **will mark the trees and brush to be removed with oversight authority by the Colorado State Forest Service**. Cutting and disposal will be done by **BMFPD personnel or an independent contractor** based on bids and scheduling availability.

Community Wildfire Protection Plan (CWPP)

Does this community have a wildfire protection plan that follows the Healthy Forest Restoration Act CWPP guidelines? (check one) yes ☒ X no in development

Is this project part of the plan? (check one) yes ☒ X no

Where would we obtain a copy of this plan? **Please see Steve Lynn at BMFPD**

Project Category (check all that apply and answer related questions)			
Hazard Fuels Reduction			2608.70 / AC
Number of acres to be treated:	~ 23 acres	Estimated cost per acre:	~ \$ 2500 / acre
Number of communities directly affected by this project:		Boulder Heights	(1)
Information & Education			
Number of citizens to be reached:			
Planning			
Number of residences affected:		53 immediately and 500 others in lower Boulder Heights	
Project Type (check all that apply)			
Assessment / Scoping:		Implementation / Treatment:	X
Homeowner / Community Action:		Monitoring / Evaluation:	
Information / Education:			

Grant Contributors (Matching Share)							
(Applications will be disqualified if insufficient match is identified; federal dollars DO NOT qualify- see criteria & instructions for exception) Please specify each match contributor and the dollar amount of each contribution.							
Contributors: (Please specify)	27 Residences	_____	_____	_____	_____	_____	TOTAL
Dollars (Hard Match):	\$20,000	_____	_____	_____	_____	_____	\$20,000
In-Kind (Soft Match):	\$10,000	_____	_____	_____	_____	_____	\$10,000
TOTAL:	\$30,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$30,000

8	Total Project Expense (break down matching share totals from block seven)				
		Grant Share (\$ Amount Requested)	Match (from block seven)		TOTAL
			Dollars	In-Kind	
	Personnel / Labor:	_____	_____	_____	\$ 0
	Operating:	_____	_____	_____	\$ 0
	Travel:	_____	_____	_____	\$ 0
	Contractual Services:	\$30,000	\$20,000	\$10,000	\$ 60,000
	Equipment:	_____	_____	_____	\$ 0
	Indirect Costs:	_____	_____	_____	\$ 0
	TOTAL:	\$30,000	\$ 20,000	\$10,000	\$ 60,000