



BOARD OF TRUSTEES

REGULAR MEETING AGENDA

January 27, 2021
7:00 PM
2 Park Avenue
Firestone, CO 80504

PRE-MEETING WORK SESSION 6:30 PM IN THE TRAINING ROOM

AGENDA FOR THE WORK SESSION IS A DISCUSSION OF THE REGULAR MEETING AGENDA BELOW

REGULAR MEETING 7:00 PM IN THE COURT ROOM

1. Access Information

1.a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 01-27-2021 Board of Trustees Meeting
Time: Jan 27, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82648632454?pwd=eXZMdEVCRlE3Yzg4OWY0akwva2kzQT09>

Meeting ID: 826 4863 2454

Passcode: 081119

One tap mobile

+16699009128,,82648632454#,,,,*081119# US (San Jose)

+12532158782,,82648632454#,,,,*081119# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

Meeting ID: 826 4863 2454

Passcode: 081119

Find your local number: <https://us02web.zoom.us/j/82648632454?pwd=eXZMdEVCRlE3Yzg4OWY0akwva2kzQT09>

2. Call to Order & Roll Call

3. Pledge of Allegiance

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

4. Approval of Agenda

5. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

6. Consent Agenda

6.a. Approval of January 13, 2021 Minutes

6.b. Resolution 21-17: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWNS PUBLIC WORKS DEPARTMENT

6.c. Resolution 21-18: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PERFORMANCE OF THE SCHEDULE A FISCAL YEAR 2021 WORK ORDERS AS SET FORTH IN THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEW IPT INC. REGARDING THE ST. VRAIN WATER TREATMENT PLANT INJECTION WELL

6.d. Resolution 21-19: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, CONSENTING TO THE ASSIGNMENT OF THE TOWN OF FIRESTONE'S AGREEMENTS WITH WENCK ASSOCIATES INC FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT AND FOR PROJECT MANAGEMENT AND DESIGN SERVICES FOR PHASE ONE OF THE ST. VRAIN WATER TREATMENT PLANT TREATED WATER DELIVERY SYSTEM PROJECT

6.e. Resolution 21-20: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE PARKS OPEN SPACE AND TRAILS MASTER PLAN

7. Land Development

8. Discussion/Action

8.a. Resolution 21-21: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2020 CARBON VALLEY EMERGENCY OPERATIONS PLAN

8.b. Liquor License Authority Discussion

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

8.c. Rules of Order & Procedure Discussion

9. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

10. Reports

10.a. Staff

10.a.i. December 2020 Monthly Financial Report

10.b. Mayor

10.c. Trustees

11. Executive Session

- 11.a.** An executive session pursuant to C.R.S. 24-6-402(4)(b) for a conference with a CIRSA appointed counsel for the purpose of receiving specific legal advice regarding the results of a department operational audit and investigation conducted by independent investigators

12. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to three minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Consent Agenda

Meeting Date: January 27, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of January 13, 2021 Minutes

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

Approval of January 13, 2021 Draft Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. Draft January 13, 2021 Meeting Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
January 13, 2021

1. Access Information

1.a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 01-13-2021 Board of Trustees Meeting

Time: Jan 13, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84307525587?pwd=TWM5MkhJRGJUUKxCSE1DeXRVbkhlZz09>

Meeting ID: 843 0752 5587

Passcode: 037109

One tap mobile

+12532158782,,84307525587#,,,,*037109# US (Tacoma)

+13462487799,,84307525587#,,,,*037109# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 843 0752 5587

Passcode: 037109

Find your local number: <https://us02web.zoom.us/j/84307525587?pwd=TWM5MkhJRGJUUKxCSE1DeXRVbkhlZz09>

2. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on January 13, 2021, at the Police Department & Municipal Court Building, 2 Park Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:04 PM.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Frank A. Jimenez

Trustees: Don Conyac
David Whelan
Samantha Meiring
Sean Doherty

Doug Sharp

Staff: **Present:** Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning; Marty Ostholhoff, Planning Manager; Jessica Koenig, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

3. Pledge of Allegiance

Mayor Sindelar led the pledge of allegiance.

4. Approval of Agenda

Motion by Trustee Sharp, **second** by Trustee Whelan, to Approve the Agenda

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

5. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

6. Consent Agenda

Motion by Trustee Conyac, **second** by Trustee Doherty, to Approve the Consent Agenda

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

6.a. Approval of December 9, 2020 Meeting Minutes

6.b. Resolution 21-01: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, DESIGNATING THE POSTING LOCATION FOR NOTICE OF MEETINGS OF THE BOARD OF TRUSTEES AND ALL OTHER LOCAL PUBLIC BODIES OF THE TOWN

6.c. Resolution 21-03: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN

OF FIRESTONE AND FRED DIEHL CONSULTING, LLC, FOR IMPLEMENTATION OF THE BROADBAND ASSESSMENT AND FEASIBILITY STUDY RECOMMENDATIONS

- 6.d. **Resolution 21-02:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MTECH MECHANICAL TECHNOLOGIES GROUP INC FOR THE HVAC PREVENTIVE MAINTENANCE AT THE POLICE & MUNICIPAL COURT BUILDING
- 6.e. **Resolution 21-04:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO
- 6.f. **Resolution 21-05:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND TIMBERLAN SMALL BUSINESS GROUP, INC., FOR PROFESSIONAL INFORMATION TECHNOLOGY SERVICES
- 6.g. **Resolution 21-06:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PAYMENT OF THE COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY'S INSURANCE PREMIUMS FOR 2021 PROPERTY AND CASUALTY COVERAGE
- 6.h. **Resolution 21-11:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SEVENTEENTH INTERIM AGREEMENT BETWEEN THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE AND THE TOWN OF FIRESTONE FOR PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT
- 6.i. **Resolution 21-12:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE COMMON INTEREST JOINT DEFENSE AND CONFIDENTIALITY AGREEMENT BETWEEN THE TOWN OF FIRESTONE, NORTHERN COLORADO WATER CONSERVANCY DISTRICT ("NISP ENTERPRISE") ("NORTHERN WATER") AND THE GOVERNMENTAL ENTITY PARTICIPANTS IN THE NORTHERN INTEGRATED SUPPLY PROJECT
- 6.j. **Resolution 21-13:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE APPLICATION TO THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR CANCELLATION OF TEMPORARY USE PERMITS

- 6.k. **Resolution 21-14**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN APPLICATION TO THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR AN ANNUALLY RENEWABLE PERPETUAL WATER CONTRACT FOR THE RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER UNDER C.R.S. § 37-45-131
- 6.l. **Resolution 21-08**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE PAYMENT OF THE TOWN'S 2021 EMPLOYEE BENEFITS INSURANCE PREMIUMS

7. Land Development

- 7.a. **PUBLIC HEARING: Resolution 21-07**: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND LOCATED AT LOT 2, AMENDED RECORDED EXEMPTION NO. 1313-03-04-AMRE-626 TO THE TOWN OF FIRESTONE, COLORADO

Mayor Sindelar opened the public hearing at 7:11 PM.

Millissa Berry, Senior Planner, presented to the Board of Trustees.

There was no one present that wished to give public comment.

Ms. Berry responded to Board questions regarding whether the annexation was the first step of the process and the billboard on the property.

Motion by Trustee Whelan, **second** by Mayor Pro Tem Jimenez, to Approve **Resolution 21-07**: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND LOCATED AT LOT 2, AMENDED RECORDED EXEMPTION NO. 1313-03-04-AMRE-626 TO THE TOWN OF FIRESTONE, COLORADO

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

- 7.b. **Ordinance 988**: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS TURNER COMMONS ANNEXATION NO. 2 TO THE TOWN OF FIRESTONE, COLORADO

Motion by Trustee Whelan, **second** by Trustee Sharp, to Approve **Ordinance 988**: AN

ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO
ANNEXING THE PROPERTY KNOWN AS TURNER COMMONS ANNEXATION NO. 2 TO
THE TOWN OF FIRESTONE, COLORADO

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez,
Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

7.c. Resolution 21-10: A RESOLUTION OF THE BOARD OF TRUSTEES, FIRESTONE,
COLORADO, AUTHORIZING THE TURNER COMMONS ANNEXATION NO. 2
ANNEXATION AGREEMENT

Motion by Trustee Conyac, **second** by Trustee Doherty, to Approve **Resolution 21-10:** A
RESOLUTION OF THE BOARD OF TRUSTEES, FIRESTONE, COLORADO, AUTHORIZING
THE TURNER COMMONS ANNEXATION NO. 2 ANNEXATION AGREEMENT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez,
Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

7.d. PUBLIC HEARING: Ordinance 989: AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE TOWN OF FIRESTONE, COLORADO ZONING CERTAIN LAND, FULLY
DESCRIBED HEREIN, TO TOWN OF FIRESTONE RC – REGIONAL COMMERCIAL
ZONING DISTRICT; AND APPROVING AN APPLICATION TO AMEND THE TURNER
COMMONS OUTLINE DEVELOPMENT PLAN

Mayor Sindelar opened the public hearing at 7:26 PM.

Millissa Berry, Senior Planner, presented to the Board of Trustees.

There was no one present that wished to give public comment.

Michael Talcott, Real Estate Manager of QuikTrip, expressed excitement to move forward with
the project.

Motion by Trustee Sharp, **second** by Trustee Whelan, to Approve **Ordinance 989:** AN
ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO
ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE RC –
REGIONAL COMMERCIAL ZONING DISTRICT; AND APPROVING AN APPLICATION TO
AMEND THE TURNER COMMONS OUTLINE DEVELOPMENT PLAN

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez,
Trustee Doherty, Trustee Sharp

No: None

Abstain: None
Motion carried.

8. Discussion/Action

8.a. Appointments to the Planning & Zoning Commission

Mayor Sindelar appointed John Damsma and Dennis Haney to the Planning & Zoning Commission to terms expiring in January of 2027.

8.b. Resolution 21-09: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SECOND AMENDMENT TO THE WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MORTGAGE CONSULTANTS, LLC

Motion by Trustee Conyac, **second** by Trustee Doherty, to Amend **Resolution 21-09**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SECOND AMENDMENT TO THE WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MORTGAGE CONSULTANTS, LLC, to change the date under the third to last whereas to May 10, 2021.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Sharp, to Approve **Resolution 21-09**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SECOND AMENDMENT TO THE WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MORTGAGE CONSULTANTS, LLC

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

8.c. Resolution 20-15: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE THIRD AMENDMENT TO THE WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE

AND MORTGAGE CONSULTANTS, LLC

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Amend **Resolution 20-15**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE THIRD AMENDMENT TO THE WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MORTGAGE CONSULTANTS, LLC, to amend the date on the second page, the second to last whereas to the date, May 10, 2022.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Sharp, to Approve **Resolution 20-15**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE THIRD AMENDMENT TO THE WATER CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MORTGAGE CONSULTANTS, LLC

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

9. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)

Isaac Shapiro of 10382 Coal Ridge Street, Firestone, expressed a need for an ordinance to prevent a neighbor from parking on the street in front of his home.

10. **Reports**

10.a. Staff

AJ Krieger, Town Manager, reported that the Town intended to apply for a five-star application before the COVID-19 restriction dial moved from red to orange and is still contemplating a cooperation agreement between Frederick, Dacono, and Mead. Mr. Krieger inquired if the Board still supported moving forward with the five-star application. Mr. Krieger reported that the small business relief grant would make relief money available to businesses in the particular state selected categories as sub-recipients. Mr. Krieger reported that the Central Park Master Plan would be covered at the Work Session next week.

10.b. Mayor

10.c. Trustees

Trustee Whelan inquired about zoom options for Work Sessions. Trustee Whelan reported on upcoming events.

Trustee Sharp reported on the upcoming Chat with Trustees events.

11. Executive Session

- 11.a.** An executive session pursuant to C.R.S. 24-6-402(4)(e)(I) for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators and C.R.S. 24-6-402(4)(b) for a conference with an attorney for the Town for the purpose of receiving legal advice on specific legal questions regarding Central Weld County Water District's service to the Town

open: 8:00 PM

close: 10:44 PM

Motion by Trustee Conyac, **second** by Trustee Sharp, to go into an executive session pursuant to C.R.S. 24-6-402(4)(e)(I) for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators and C.R.S. 24-6-402(4)(b) for a conference with an attorney for the Town for the purpose of receiving legal advice on specific legal questions regarding Central Weld County Water District's service to the Town; an executive session pursuant to C.R.S. 24-6-402(4)(a) regarding the purchase or acquisition of real property and pursuant to C.R.S. 24-6-402 (e)(I) determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and directing negotiators concerning such real property and an oil and gas agreement; and an executive session pursuant to C.R.S. 24-6-204(4)(f)(I) for a personnel matter regarding the Town Board's annual performance review of the Town Clerk

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

- 11.b.** An executive session pursuant to C.R.S. 24-6-402(4)(a) regarding the purchase or acquisition of real property and pursuant to C.R.S. 24-6-402 (e)(I) determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and directing negotiators concerning such real property and an oil and gas agreement

- 11.c.** An executive session pursuant to C.R.S. 24-6-204(4)(f)(I) for a personnel matter regarding the Town Board's annual performance review of the Town Clerk

12. Adjournment

Motion by Trustee Doherty, **second** by Trustee Meiring, to Adjourn at 10:44 PM.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Trustee Meiring, Mayor Pro Tem Jimenez,
Trustee Doherty, Trustee Sharp

No: None

Abstain: None

Motion carried.

Introduced and Approved the 27th of January, 2021.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Mayor

Jessica Koenig, Town Clerk

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Consent Agenda

Meeting Date: January 27, 2021

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 21-17: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES FOR THE TOWNS PUBLIC WORKS DEPARTMENT

SUMMARY

The Public Works Department recommends the purchase of twelve pieces of equipment budgeted for 2021. The equipment will be used for the maintenance of the Town fleet, streets, and park areas. The equipment being purchased will be a combination of replacement and new additions.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustees work session in October 2020, staff presented a list of identified equipment proposed for the 2021 Budget.

RECOMMENDATION

Staff recommends that the Board approve Resolution 21-17, a resolution approving equipment purchases for the Public Works Department.

ALTERNATIVES

The Board may choose not to approve the resolution and provide Staff with additional direction.

ATTACHMENTS

1. Res 21-17 Equipment Purchase for Public Works
2. 2021 Public Works Equipment Quotes

FINANCIAL CONSIDERATIONS

The resolution includes an amount not to exceed \$441,051.00. Sufficient funds are available in the General Fund-Public Works Streets and Parks accounts and the Conservation Trust Fund.

RESOLUTION NO. 21-17

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING EQUIPMENT PURCHASES
FOR THE TOWNS PUBLIC WORKS DEPARTMENT**

WHEREAS, pursuant to § 31-15-302, C.R.S., the financial powers of the Town of Firestone (“Town”) include the power to control the finances and property of the Town and appropriate money for municipal purposes; and

WHEREAS, the Board of Trustees desires to authorize staff's purchase of equipment which is necessary for the Public Works Department (“PWD”) in the performance of its park, and street duties; and

WHEREAS PWD desires to expend an amount not to exceed \$441,051.00 for purchase of the following equipment;

Kubota RTV-X1100 for \$25582.00
Maxey Dump Trailer for \$12,375.00
Hustler Zero Turn Mower for \$13,200.00
Exmark Ride-On Sprayer/Spreader for \$8,000.00
Toro Groundmaster 4000-D Mower for \$71,171.00
CIC Powerbox for \$7,900.00
TEXA Diagnostic System for \$10,000.00
International Tandem Axle Dump Truck for \$211,061.00
2-John Deere Mower Wing for \$18,769.00/each
CAT Cold Planner for Track Loader for \$18,800.00
CAT Caterpillar Wheel Saw \$25,424.00;

WHEREAS, the Board of Trustees finds that the purchase of such equipment is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Board of Trustees hereby approves the purchase of the Public Works Department equipment as set forth in this Resolution.

INTRODUCED, READ AND ADOPTED this 27th day of January, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



RTV-X1100CWL-H WEB QUOTE #1856956

Date: 12/16/2020 9:23:14 AM

-- Customer Information --

BRADT, CHUCK
TOWN OF FIRESTONE
bbradt@firestoneco.gov
303-833-3544Quote Provided By
WICKHAM TRACTOR CO.
EDDIE SCHLAGEL
4100 S. VALLEY DR
LONGMONT, CO 80504
email: eddie@wickhamtractor.com
phone: 9703969901

-- Standard Features --

-- Custom Options --

**Kubota**

V Series

RTV-X1100CWL-H

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINEModel Kubota D1105
3 Cyl. 68.5 cu in
+24.8 Gross Eng HP
75 Amp Alternator**TRANSMISSION**VHT-X
Variable Hydro Transmission
Forward Speeds:
Low 0 - 15 mph
High 0 - 25 mph
Reverse 0 - 17 mph
Limited-slip Front Differential
Rear differential lock**HYDRAULICS**Hydrostatic Power Steering
with manual tilt-feature
Hydraulic Cargo Dump
Hydraulic Oil Cooler**FLUID CAPACITY**Fuel Tank 7.9 gal
Cooling 8.3 qts
Engine Oil 4.3 qts
Transmission Oil 1.8 gal
Brake Fluid 0.4 qts**CARGO BOX**Width 57.7 in
Length 40.5 in
Depth 11.2 in
Load Capacity 1102 lbs
Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

KEY FEATURESFactory Cab w/ A/C, Heater,
Defroster
Fully opening roll-down door
windows
Digital Multi-meter
Speedometer
Pre-wired w/ speakers/antenna for
stereo
Front Independent Adjustable
Suspension
Rear Independent Adjustable
Suspension
Brakes - Front/Rear Wet Disc
Rear Brake Lights / Front
Headlights
2" Hitch Receiver, Front and Rear
Deluxe 60/40 split bench seats
with driver's side seat adjustment
Underseat Storage Compartments
Deluxe Front Guard
(radiator guard, bumper, and lens
guard)**SAFETY EQUIPMENT**SAE J2194 & OSHA 1928 ROPS
Horn
Dash-mounted Parking Brake
Spark Arrestor Muffler
Retractable 2-point Seat Belts**DIMENSIONS**Width 63.2 in
Height 79.5 in
Length 120.3 in
Wheelbase 80.5 in
Tow Capacity 1300 lbs
Ground Clearance 10.4 in
Suspension Travel 8 in
Turning Radius 13.1 ftFactory Spray-on Bedliner
"L" Models OnlyBright Alloy Wheels (Silver-
painted)
Silver-painted with machined
surface
"S" Models only**TIRES AND WHEELS**

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-H Base Price: \$21,549.00

(1) FRONT QUICK HITCH AND SUBFRAME V5289-FRONT QUICK HITCH AND SUBFRAME	\$889.00
(1) AUXILIARY HYDRAULIC PUMP V5272-AUXILIARY HYDRAULIC PUMP	\$499.00
(1) 3RD FUNCTION HYD VALVE UPGRADE KIT V5233-3RD FUNCTION HYD VALVE UPGRADE KIT	\$369.00
(1) 2ND FUNCTION HYDRAULIC VALVE KIT V5232-2ND FUNCTION HYDRAULIC VALVE KIT	\$2,439.00
(1) CURB GUARDS - V BLADE V5256-CURB GUARDS - V BLADE	\$89.00
(1) BLADE MARKERS V5250-BLADE MARKERS	\$29.00
(1) SUNVISORS (2) K7731-99270-SUNVISORS (2)	\$145.00
(1) STROBE LIGHT MOUNT KIT 77700-VC5058-STROBE LIGHT MOUNT KIT	\$167.00
(1) 72" V-PLOW SNOW BLADE V5291-72" V-PLOW SNOW BLADE	\$2,999.00
(1) REAR WORK LIGHTS / FOR RTV-X1100 K7731-99630-REAR WORK LIGHTS / FOR RTV-X1100	\$116.00
(1) FRONT WORKLIGHTS / FOR RTV-X1100 K7731-99620-FRONT WORKLIGHTS / FOR RTV-X1100	\$165.00
(1) TURN SIG/HAZARD LGT KIT/RTV-X1100C K7731-99610-TURN SIG/HAZARD LGT KIT/RTV-X1100C	\$289.00
(1) REAR WINDOW UTILITY NET/GUARD/RTV1100 K7711-99280-REAR WINDOW UTILITY NET/GUARD/RTV1100	\$242.00
(1) BACKUP ALARM K7591-99640-BACKUP ALARM	\$143.00
(2) STANDARD EXTERNAL MIRROR KIT CAB PNF 77700-V5059-STANDARD EXTERNAL MIRROR KIT CAB PNF	\$110.00
Configured Price:	\$30,239.00
MAPO Discount:	(\$6,652.58)
SUBTOTAL:	\$23,586.42
Dealer Assembly:	\$1,275.00
Freight Cost:	\$0.00
PDI:	\$400.00
77700-04755 RADIO	\$285.00
radio install	\$35.00

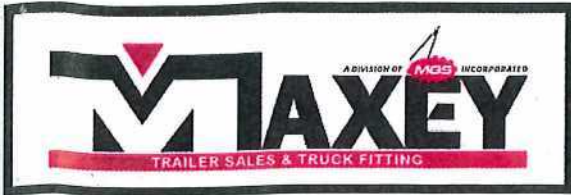
Total Unit Price: \$25,581.42

Quantity Ordered: 1

Final Sales Price: \$25,581.42

**Purchase Order Must Reflect
the Final Sales Price**To order equipment - purchase orders must be made out and
returned to:Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to



Maxey Trailer Sales and Truck Fitting

Trailer Sales:
1908 S.E. Frontage Rd.
Fort Collins, CO 80525
(970) 484-0557
Fax: (970) 484-9569

Truck Fitting:
2200 E. Lincoln Ave.
Fort Collins, CO 80524
(970) 493-7510
Fax: (970) 493-0514

Parts Sales:
2200 E. Lincoln Ave.
Fort Collins, CO 80524
(970) 493-7510
Fax: (970) 530-0116

www.mgsincorporated.com

www.maxeyco.com

Quote Number: 43268

Quote

Page: 1 of 1

Quote To:

TOWN OF FIRESTONE
PO BOX 100
FIRESTONE CO 80520

Date: 6/29/2020

Expires: 07/29/2020

Terms: Due Upon Recpt

Ship Via: Customer Pick Up

Sales Person: Jason Oswald

Contact: Anthony Martinez

U. S. Dollars

Line	Part Number	Description	Rev	Drawing
1	TBD - 16LP - 16	Big Tex 16LP		
16 LP Super Duty Ultra Low Profile Dump				
GVWR: 17,500#				
Empty Weight: 4500#				
Payload: 12550#				
Added options:				
Spare Tire				
Ramps				
		Quantity	Unit Price	Net Price
		1.00	12,374.61	12,374.61

Thank you for your business!

Total Amount: \$12,374.61

**MAC EQUIPMENT INC
LONGMONT**715 S. Main Street
LONGMONT, Colorado 80501
Main: 720-204-6335Status : **Open**Invoice #**328417**Type : **Major Unit Quote**Date : **12/21/2020**Contact ID :**26039**Tax Exempt #**09-805487****TOWN OF FIRESTONE****Chuck Bradt**7500 PINECONE AVENUE
FIRESTONE, Colorado 80520
UNITED STATES
BBRADT@FIRESTONECO.GOV
303-833-3544 - Work
303-901-0277 - Mobile**Ship To****Accounts Payable**PO Box 100
FIRESTONE, Colorado 80520 UNITED STATESPhone **303-833-3291****Selected Units for Sale**

N/U	Year	Make	Model	Unit Type	VIN/Serial	MSRP	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
	N/A	HUSTL	937011	ZERO TURN		\$16,837.00	\$12,874.00	\$0.00	\$0.00	\$0.00
		ER	937011 SUPER Z HD 60IN RD VANGUARD EFI BIG BLOCK 37HP							

Item Number	Description	Qty Req	Qty Del	Item Price	Ext. Price
607444	TWEEL - 13x6.5	2	0	\$163.00	\$326.00

Total Parts Requested : 2 Total Parts Delivered : 0Disclaimer

We appreciate the opportunity to give you a quote on your equipment today. Please let us know if you have any other questions.

THIS QUOTE IS VALID FOR 30 DAYS AND MAY NOT REFLECT FREIGHT CHARGES

Special Order Pricing Is Subject To Change

RETURNS

Our policy lasts 30 days. If 30 days have gone by since your purchase, unfortunately we cannot offer you a refund or exchange. To be eligible for a return, your item must be unused, in original packaging, and in the same condition that you received it. Any returnable items will be subject to a 20% restocking fee + shipping. The following types of products cannot be returned; CARBURETORS | ELECTRICAL | GASKETS | SPECIAL ORDERS

Other Charges

Item Total + \$326.00

Total Other Charges= \$326.00

Special Order(s)

Item Total + \$326.00

*** S/O Total = \$326.00

** S/O Deposit = \$326.00

Totals

Sub Total + \$12,874.00

*** Invoice Total = \$12,874.00

** S/O Deposit + \$326.00

Amount Paid - \$0.00

*** Transaction Total = \$13,200.00

Balance Due = \$13,200.00**Deposit Paid \$0.00**Tax Name
ExemptTax Amount
\$0.00

Signature _____

**MAC EQUIPMENT INC
LONGMONT**715 S. Main Street
LONGMONT, Colorado 80501
Main: 720-204-6335Status : **Open**Invoice #**328419**Type : **Major Unit Quote**Date : **12/21/2020**Contact ID :**26039**Tax Exempt #**09-805487****TOWN OF FIRESTONE****Chuck Bradt**7500 PINECONE AVENUE
FIRESTONE, Colorado 80520
UNITED STATES
BBRADT@FIRESTONECO.GOV
303-833-3544 - Work
303-901-0277 - Mobile**Ship To****Accounts Payable**PO Box 100
FIRESTONE, Colorado 80520 UNITED STATESPhone **303-833-3291****Selected Units for Sale**

N/U	Year	Make	Model	Unit Type	VIN/Serial	MSRP	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
	N/A	EXMAR	ZSL3620	FERTILIZER		\$11,099.00	\$7,999.00	\$0.00	\$0.00	\$0.00
		K MAN	ZSL3620 Z- SPRAY LEAN TO STEER SPREADER SPRAYER	SPREADER						

Disclaimer

We appreciate the opportunity to give you a quote on your equipment today. Please let us know if you have any other questions.

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Our policy lasts 30 days. If 30 days have gone by since your purchase, unfortunately we cannot offer you a refund or exchange. To be eligible for a return, your item must be unused, in original packaging, and in the same condition that you received it. Any returnable items will be subject to a 20% restocking fee + shipping. The following types of products cannot be returned; CARBURETORS | ELECTRICAL | GASKETS | SPECIAL ORDERS

Totals		
Sub Total	+	\$7,999.00
*** Invoice Total	=	\$7,999.00
Amount Paid	-	\$0.00
*** Transaction Total	=	\$7,999.00
Balance Due =		\$7,999.00

Deposit Paid \$0.00Tax Name
ExemptTax Amount
\$0.00

Signature _____



4700 Holly Street
Denver, CO 80216
Mobile: 720-641-3864
Office: 303-394-6673



Count on it.

Town of Firestone

Attn: Chuck Bradt

12/17/2020

Qty	Model Number	Description	MSRP	2021 MAPO
1	30609	Groundsmaster 4000-D (T4)	\$ 85,490.00	\$ 66,853.18
1	30669	Universal Sunshade, White	\$ 767.00	\$ 599.79
1	30414	North American Road Light Kit	\$ 1,034.00	\$ 808.59
1	30691	Lights Adapter Kit	\$ 219.00	\$ 171.26
		Service Fee		\$ 2,737.31
			TOTAL	\$ 71,170.13

I am sending our current pricing information on the Toro Commercial Turf products that you are interested in. These prices are from our current MAPO contract #2017025 available to all of our tax supported accounts. The Service Fee listed above covers freight, set-up and delivery charges.

* All Toro equipment comes with a two year or 1,500 hour warranty

Thank you for the opportunity to quote you on the equipment listed above. The prices are guaranteed through May 20th 2021. The equipment pricing includes all set up and delivery.

Please feel free to call me with any questions.

Sincerely,

**CIC****POWERBOX**

(802) 468-7697
cicpowerbox.com
support@cicpowerbox.com



Shown - Standard Crossover Model in Delta™ Brand Toolbox.

12V & 24V Crossover Model

MSRP \$6,999***Installation Hardware Included**

Featuring all of the standard capabilities of our CIC Powerbox™ 12v Crossover, the 12v & 24v Crossover has the added power to jump-start heavy duty 24v implements with up to 2,100 cold cranking amps. You can jump-start Track Excavators, Dozers, Backhoes, and even military vehicles like the M1 Abrams Tank. Add the compact MIG Ready Welder® attachment to weld ½" plate steel in the field or on the job-site.

71" Long X 21" Wide X 17.5" Tall / Rail Depth 12"

~380 lbs.

Air Compression

- 4 CFM oil-less air compression system
- 125 PSI max air power / 90 PSI recycle
- Built-in 25' retractable ¾" air hose, 300 PSI max with air coupler
- 1 gallon built-in non-rusting air reserve tank
- Air pressure gauge with adjustable airflow dial
- Auxiliary air coupler for spare tank connection and condensation dispersion

AC Electric Power

- 115 Volt AC modified sine wave at 2,000-watt (~17.5 amps) continuous / 4,000-watt peak built-in inverter system
- 2 LED built-in work lights
- 8 hour work time battery
- Removable 30' retractable 16 AWG extension cord reel with 3 grounded outlets and mounting bracket
- 2 weather-resistant external AC outlets and built in multiple outlet power strip



Shown - Welding with 24V Compact MIG Ready Welder®

Jump Start

- 12V & 24V DC jump start with up to 2,100 cranking amps, working conditions from -40° F up to 140° F
- External red Anderson® connector jump start port
- 1 AWG 12' jumper cables (extension cables available)
- One touch self jump start feature

Upgradeable Options

- | | |
|---|-------|
| - Weather Guard® Toolbox (71" Long X 21" Wide X 17.5" Tall / Rail depth 12") | \$500 |
| - Black Powder Coat (Other color options available in Weather Guard® standard models) | \$184 |
| - Super Deep - Additional 2 Cubic Feet Storage | \$249 |
| - Ready Welder® II10000CS 24V MIG | \$649 |
| - RockBox™ Bluetooth Stereo | \$399 |
| - TowMate® Safety Strobe Lighting | \$159 |
| - Quick Disconnect System | \$89 |



Shown - 24V Keyed Operator Security System

CIC

POWERBOX

(802) 468-7697

cicpowerbox.com

support@cicpowerbox.com

Upgrades

Weather Guard®

The Weather Guard® line is one of the most trusted names when it comes to truck toolboxes. Superior durability, weather seals, and tamper-resistant designs will ensure that your CIC Powerbox™ will stand up to the elements.



\$500

Ready Welder®

Weld 1/2" plate steel directly out of your CIC Powerbox™ in the 24V mode with this MIG Spool Gun. Flux Core and Gas capable.



\$649

Super Deep Models

Adds an additional 2 Cubic Feet of storage space to your box.



\$249

Quick Disconnect

Easily disconnect and remove your CIC Powerbox™ from your vehicle when you need the space. Add a vehicle connection cable to your vehicles to make them Powerbox™ ready.



\$89

Black Powder Coat

Choose Black Gloss Powder Coating to add some style to your standard CIC Powerbox™. Textured Black Powder Coating is available for Weather Guard® tool boxes.



\$184

LED TowMate® Safety Strobe

Magnetically changeable options including strobes, arrows, and worklights made in the USA and backed by a lifetime warranty. Additional options available, see TowMate® page for more information.



\$159

RockBox™ Bluetooth Stereo

Pyle Marine Bluetooth Stereo head. 4" x 10" 300 watt Boss Speaker.



\$399

Professional Automotive Equipment**P.O.Box 685****Monument, Co 80132****Office: 719-488-2316****Cell: 719-661-0662**

Town of Firestone

7500 Pine Cone Avenue

Firestone, CO. 80504

Truman Whiting Fleet manager

TEXA**DATE** 7-30-20
QUOTE # 3037-1

Quantity	Item	Unit Price	Total
1	IDC5	\$6,895.00	\$6,895.00
1	CF-31		Incl.
1	3151/T22		Incl.
1	OHW	\$1,500.00	\$1,500.00
1	3151/T38		\$200.00
1			\$80.00
			Incl.
			Incl.
SUBTOTAL			\$8,675.00
SHIPPING			
TAX		0.00%	\$0.00
TOTAL			\$8,675.00

**\$1.00 Purchase Option Lease****COST PER WORKING DAY**

12 MONTH LEASE COST PER MONTH		\$0.00
24 MONTH LEASE COST PER MONTH		\$0.00
36 MONTH LEASE COST PER MONTH		\$0.00
48 MONTH LEASE COST PER MONTH		\$0.00
60 MONTH LEASE COST PER MONTH		\$0.00

1. \$1.00 Buyout agreement.
2. Must have approved credit.
3. Minimum of 2 advance payments and UCC filing fee required at signing.

QUOTE GOOD FOR 30 DAYS

Truman Whiting

From: proautoequip@aol.com
Sent: Thursday, July 30, 2020 9:24 AM
To: Truman Whiting
Subject: Texa Quote
Attachments: imgdogp466.pdf; TEXA_TRUCK_DIAGNOSTICS.pdf; TEXA_OHW_DIAGNOSTICS.pdf

Caution: This email originated from outside of the Town of Firestone. Use caution - Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Truman

Attached is the quote for Texa truck and Off Highway.

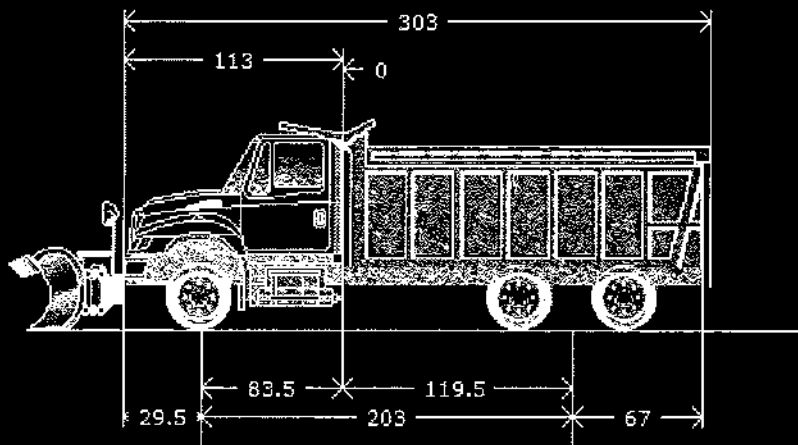
There is an Essential kit for \$1850.00 that replaces John Deere and Cat cables on the quote, if you do not need the extra 17 cables, You can buy individual cables as you need them.

Nice talking to you.

Thank Again
John Arnold
Professional Automotive Equipment
Cell 719-661-0662

Prepared For:
TOWN OF FIRESTONE
Truman Whiting
PO Box 100
Firestone, CO 80520-0100
(303)833 - 3544
Reference ID: 2021 BUDGET

Presented By:
MCCANDLESS TRUCK CENTER LLC
Ron Wasinger
16704 EAST 32ND AVENUE
AURORA CO 80011 -
(303)739-9900



Model Profile
2022 HV513 SFA (HV513)

AXLE CONFIG:	6X4
MISSION:	Requested GVWR: 58000. Calc. GVWR: 60000 Calc. Geared Speed: 88.5 MPH
DIMENSION:	Wheelbase: 203.00, CA: 119.50, Axle to Frame: 67.00
ENGINE, DIESEL:	{International A26} EPA 2017, 500HP @ 1700 RPM, 1750 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 500 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, . 5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 4.33
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson PRIMAAX EX} 46,000-lb Capacity, 55" Axle Spacing, 9.0" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100WM Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model HV513 SFA with 203.00 Wheelbase, 119.50 CA, and 67.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 6x4

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump

WHEELBASE RANGE 199" (505cm) Through and Including 264" (670cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers

SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

DRAIN VALVE {Berg} with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

Description

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity

PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4

AFTERTREATMENT COVER Aluminum

EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

ENGINE COMPRESSION BRAKE by Jacobs; for N13/A26 Engines, with Selector Switch and On/Off Switch

TAIL PIPE (1) Turnback Type, Bright

MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel

EXHAUST HEIGHT 10'

SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: **DATA LINK CONNECTOR** For Vehicle Programming and Diagnostics In Cab

: **HAZARD SWITCH** Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel

: **HEADLIGHT DIMMER SWITCH** Integral with Turn Signal Lever

: **PARKING LIGHT** Integral with Front Turn Signal and Rear Tail Light

: **STARTER SWITCH** Electric, Key Operated

: **STOP, TURN, TAIL & B/U LIGHTS** Dual, Rear, Combination with Reflector

: **TURN SIGNAL SWITCH** Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: **WINDSHIELD WIPER SWITCH** 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: **WINDSHIELD WIPERS** Single Motor, Electric, Cowl Mounted

: **WIRING, CHASSIS** Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2) Disc Style

SNOW SHIELD (2) Chrome; for Dual Air Horns

JUMP START STUD (2) Remote Mounted

ALTERNATOR {Leece-Neville AV160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness

Description

BATTERY DISCONNECT SWITCH (Cole-Hersee 75920-06) 300 Amp, Disconnects Cab Power, Does Not Disconnect Charging Circuits, Locks with Padlock, Battery Box Mounted

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

CB RADIO Accommodation Package; Header Mounted; Feeds From Accessory Side of Ignition Switch; Includes Power Source and Two (2) Antennas, Antenna Bases with Wiring on Both Side Mirrors

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

TRAILER CONNECTION SOCKET (Phillips) 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Independent of Stop, Compatible with Trailers with Amber or Side Turn Lamps

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab

BACK-UP ALARM (Preco 1059) Electronic; Solid State, Dual Function, 112 dBA

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

STARTING MOTOR (Mitsubishi Electric Automotive America 105P) 12-Volt, with Soft-Start

HEADLIGHTS AUTO Automatically Turn On with Low Ambient Light Levels, Feature can be Overridden

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

BUG SCREEN Mounted Behind Grille

FRONT END Tilting, Fiberglass, with Three Piece Construction, Includes Long Hood

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WM"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PROMOTIONAL PACKAGE Government Silver Package

MUD FLAP HOLDER Spring Loaded, Painted Black, 45-Degree End, with Red and White Reflective Tape, Less Flaps

CLUTCH Omit Item (Clutch & Control)

Description

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

PTO EFFECTS, ENGINE FRONT for N13/A26 Engines, Less PTO, Unit, Includes Adapter Plate on Engine Front Mounted

ENGINE, DIESEL {International A26} EPA 2017, 500HP @ 1700 RPM, 1750 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 500 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control

FEDERAL EMISSIONS {International A26} EPA, OBD and GHG Certified for Calendar Year 2021

ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use

COLD STARTING EQUIPMENT Automatic; with Engine ECM Control

FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted

EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

RADIATOR Aluminum, Welded, Cross Flow, Front to Back System, 1292 SqIn, with 1008 SqIn Charge Air Cooler

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

BLOCK HEATER, ENGINE {Phillips} 120V/1150W

TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 63 thru 76 Pints

AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral

NEUTRAL AT STOP OMIT

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab

AXLE, REAR, TANDEM {Meritor MT-40-14X-5DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 4.33

SUSPENSION, REAR, AIR, TANDEM {Hendrickson PRIMAX EX} 46,000-lb Capacity, 55" Axle Spacing, 9.0" Ride Height, with Shock Absorbers

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

Description

FUEL/WATER SEPARATOR {Davco Fuel Pro 382} Includes Water-in-Fuel Sensor

LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 46" Back of Cab

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab

CAB Conventional, Day Cab

HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line

AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Premium Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 5 Inch LCD Color Display

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust

SEAT, PASSENGER {National} Air-Suspension, High Back with Integral Headrest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.

MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"

CAB INTERIOR TRIM Diamond, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted

: SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side

ARM REST, RIGHT, DRIVER SEAT

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Wing Panel

MODESTY PANEL Painted

SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

Description

WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

BDY INTG, REMOTE POWER MODULE (2) Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs Each, Max 20 amp per Channel, Max 80 amp Total; Includes 2 Switch Packs with Latched Switches

BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)

(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

Cab schematic 100WM

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Services Section:

WARRANTY Standard for HV513, HV613 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A

SERVICES, TOWING {Navistar} Service Call to 60-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$1100 (USA) Maximum Benefit per Incident

SRV CONTRACT, EXT ENGINE {Navistar} To 36-Month/300,000 Miles (480,000 km), Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for International A26 Engines

OJ WATSON PACKAGE PER PROPOSAL 1270-01 DATED 1/6/2021.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Total Factory List Price Including Options:		\$250,922.00
Total Preparation And Delivery:		\$5,000.00
Freight	\$2,350.00	
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$258,272.00
Less Customer Allowance:		(\$129,146.00)
Total Vehicle Price:		\$129,126.00
Total Body/Allied Equipment:		\$81,935.00
Total Sale Price:		\$211,061.00
Total Per Vehicle Sales Price:		\$211,061.00
Net Sales Price:		\$211,061.00

Thank you for the opportunity to offer our quotation for your equipment needs. We look forward to your acceptance of this proposal. All prices are firm for thirty days from the date of this quotation. Prices are subject to revision after this date. Payment terms are C.O.D. No credit card payments will be accepted. Pricing may be subject to federal, state, local taxes and surcharges at time of invoicing.

Despite all efforts by McCandless Truck Center LLC to meet delivery dates, certain contingencies which cannot be foreseen or guarded against may cause delays in production and delivery. Customer agrees that McCandless Truck Center, LLC shall not be held liable for any damages for delays in delivery.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

MCCANDLESS TRUCK CENTER LLC
16704 EAST 32ND AVENUE
AURORA CO 80011 -
(303)739-9900

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

4 Rivers Equipment
4322 Highway 66
Longmont, CO 80504
970-535-4474
cmcarthur@4riversequipment.com

Quote Summary

Prepared For:

TOWN OF FIRESTONE
151 GRANT AVE
FIRESTONE, CO 80520
Business: 303-833-3291

Delivering Dealer:

4 Rivers Equipment
Ryan Adams
4322 Highway 66
Longmont, CO 80504
Phone: 970-535-4474
radams@4riversequipment.com

Quote ID: 23461442

Created On: 11 January 2021

Last Modified On: 11 January 2021

Expiration Date: 11 February 2021

Equipment Summary

JOHN DEERE M15 Flex Wing Rotary
Cutter (Inward Blade Rotation) 540
RPM

Selling Price

\$ 18,768.20 X

Qty

1 =

Extended

\$ 18,768.20

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: January 10, 2021

Equipment Total

\$ 18,768.20

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 18,768.20

Trade In

SubTotal **\$ 18,768.20**

Est. Service \$ 0.00

Agreement Tax

Total \$ 18,768.20

Down Payment (0.00)

Rental Applied (0.00)

Balance Due \$ 18,768.20

Salesperson : X _____

Accepted By : X _____

Confidential



SALES AGREEMENT

DATE **Dec 28, 2020**
QUOTE# **223081**

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER TOWN OF FIRESTONE	
STREET ADDRESS PO BOX 100	
CITY/STATE FIRESTONE, CO	COUNTY WELD CO
POSTAL CODE 80520-0100	PHONE NO. 303 833 3291
EQUIPMENT TRUMAN WHITING PHONE NO. 303 833 3544	
PRODUCT SUPPORT TRUMAN WHITING PHONE NO. 303 833 3544	
INDUSTRY CODE: _____ PRINCIPAL WORK CODE: _____	
Ownership Customer # 33675	Invoice Customer # 33675
Sales Tax Exemption # (if applicable) N/A	Customer PO Number _____
Ship Via Windsor	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)	
NET PAYMENT ON RECEIPT OF INVOICE ☒ NET ON DELIVERY ☐ FINANCIAL SERVICES ☐ CSC ☐ LEASE ☐	
CASH WITH ORDER \$0.00	BALANCE TO FINANCE \$0.00
CONTRACT INTEREST RATE 0.00	NOTES: Will provide a PO#
PAYMENT PERIOD _____	PAYMENT AMOUNT \$0.00
NUMBER OF PAYMENTS 0	OPTIONAL BUY-OUT _____
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED	
MAKE: CATERPILLAR	MODEL: WT-SSL
YEAR: 2021	SMU: N / A
STOCK NUMBER: TBD	SERIAL NUMBER: TBD
COLD PLANER, PC306	NEW ☒ USED ☐
TRADE-IN EQUIPMENT	
MODEL: _____ YEAR: _____ SN: _____	SELL PRICE \$18,800.00
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____	SUBTOTAL \$18,800.00
MODEL: _____ YEAR: _____ SN: _____	TOTAL \$18,800.00
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____	
MODEL: _____ YEAR: _____ SN: _____	
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____	
MODEL: _____ YEAR: _____ SN: _____	
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.	
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.	
☒ CATERPILLAR EQUIPMENT WARRANTY & COVERAGE	INITIAL _____
The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 Month Standard Work Tool Warranty	
☐ ALLIED WARRANTY & COVERAGE	SIGNATURE _____
Preventative Maintenance: _____	
NOTES: _____	

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

WAGNER EQUIPMENT CO.

PURCHASER

ORDER RECEIVED BY

Larry Vigil

DATE APPROVED AND ACCEPTED ON

REPRESENTATIVE

TOWN OF FIRESTONE

PURCHASER

BY

SIGNATURE

TITLE



SALES AGREEMENT

DATE Dec 28, 2020
QUOTE# 223080

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER: TOWN OF FIRESTONE				
STREET ADDRESS: PO BOX 100				
CITY/STATE: FIRESTONE, CO COUNTY: WELD CO				
POSTAL CODE: 80520-0100 PHONE NO: 303 833 3291				
EQUIPMENT: TRUMAN WHITING PHONE NO: 303 833 3544				
PRODUCT SUPPORT: TRUMAN WHITING PHONE NO: 303 833 3544				
INDUSTRY CODE: PRINCIPAL WORK CODE:				
Ownership Customer # 33675	Invoice Customer # 33675	Sales Tax Exemption # (if applicable) N/A	Customer PO Number	Ship Via Windsor
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
NET PAYMENT ON RECEIPT OF INVOICE ☒ NET ON DELIVERY ☐ FINANCIAL SERVICES ☐ CSC ☐ LEASE				
CASH WITH ORDER \$0.00 BALANCE TO FINANCE CONTRACT INTEREST RATE 0.00 NOTES: Will provide a PO#				
PAYMENT PERIOD PAYMENT AMOUNT NUMBER OF PAYMENTS OPTIONAL BUY-OUT				
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR MODEL: WT-SSL YEAR: 2021 NEW ☒ USED ☐				
STOCK NUMBER: TBD SERIAL NUMBER: TBD SMU: N / A				
WHEEL SAW, SW360, 3"				
TRADE-IN EQUIPMENT				
MODEL: YEAR: SN:		SELL PRICE		\$25,424.00
PAYOUT TO: AMOUNT: PAID BY:		SUBTOTAL		\$25,424.00
MODEL: YEAR: SN:		TOTAL		\$25,424.00
PAYOUT TO: AMOUNT: PAID BY:				
MODEL: YEAR: SN:				
PAYOUT TO: AMOUNT: PAID BY:				
MODEL: YEAR: SN:				
PAYOUT TO: AMOUNT: PAID BY:				
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				
☒ CATERPILLAR EQUIPMENT WARRANTY & COVERAGE		INITIAL		
☐ USED EQUIPMENT COVERAGE		INITIAL		
The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.				
Warranty applicable including expiration date where necessary: 12 Month Standard Work Tool Warranty				
☐ ALLIED WARRANTY & COVERAGE		SIGNATURE		
Preventative Maintenance:				
NOTES:				

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

WAGNER EQUIPMENT CO.

PURCHASER

ORDER RECEIVED BY

Larry Vigil

DATE APPROVED AND ACCEPTED ON

REPRESENTATIVE

TOWN OF FIRESTONE

PURCHASER

BY

SIGNATURE

TITLE

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.c

Consent Agenda

Meeting Date: January 27, 2021

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 21-18: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING PERFORMANCE OF THE SCHEDULE A FISCAL YEAR 2021 WORK ORDERS AS SET FORTH IN THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEW IPT INC. REGARDING THE ST. VRAIN WATER TREATMENT PLANT INJECTION WELL

SUMMARY

New IPT, Inc. (IPT) is the engineering/geology consultant that developed the Class I Injection Well Permit Application submitted by the Town to the EPA in January 2020. The 2020 Professional Services Agreement with IPT for 1) Drilling engineering, well completion supervision, well site supervision, and 2) Design of well site injection facilities. With the delay of the issuance of the EPA deep injection well permit, identified tasks budgeted for 2020 that were not completed are requested to be transferred to 2021.

HISTORY AND PREVIOUS BOARD ACTION

On March 11, 2020, the Board of Trustees approved an agreement between the Town of Firestone and New IPT, Inc for drilling engineering, well completion supervision, and design of well site facilities for the deep injection well and site.

RECOMMENDATION

Staff recommends approval of Resolution 21-18, a resolution approving Work Orders in 2020 and 2021 per the updated Schedule A of the Professional Services Agreement for Deep Well Injection Design and Project Management services.

ALTERNATIVES

The Board may choose not to approve Resolution 21-18 and provide Staff with additional direction.

ATTACHMENTS

1. Res 21-18 New IPT Agmt
2. IPT Contract Schedule A-Updated 1-20-2021
3. 20-31 – Agmt with New IPT, Inc. St. Vrain Injection Well – 03-11-2020

FINANCIAL CONSIDERATIONS

The remaining \$148,826.75 from 2020 moved and added to the New IPT, Inc 2021 budget of \$45,000.00, which is paid out of the CIP St. Vrain WTP Injection Well budget.

RESOLUTION NO. 21-18

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, AUTHORIZING PERFORMANCE OF THE SCHEDULE A FISCAL
YEAR 2021 WORK ORDERS AS SET FORTH IN THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND NEW IPT INC.
REGARDING THE ST. VRAIN WATER TREATMENT PLANT INJECTION WELL**

WHEREAS, by adoption of Resolution No. 20-31 the Town of Firestone ("Town") selected and approved a Professional Services Agreement ("Agreement") with New IPT Inc. to perform engineering services regarding the development, oversight, and coordination of a drilling plan and facility design services for the St. Vrain Water Treatment Plant ("Project"); and

WHEREAS, Schedule A of the Agreement sets forth Project Work Orders which requires that the Town by resolution authorize New IPT Inc. to commence performance of the Project's fiscal year 2021 Work Orders; and

WHEREAS, the parties now desire to commence performance of the Project's fiscal year 2021 Work Orders.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

As set forth in the Professional Services Agreement between the Town of Firestone and New IPT, Inc., the Town of Firestone authorizes New IPT Inc. to commence performance of the Project's fiscal year 2021 Work Orders.

INTRODUCED, READ AND ADOPTED this 27th day of January, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

SCHEDULE A

(Attached to and made part of the Agreement between Town of Firestone and New IPT, Inc.
dated March 11, 2020)

IPT Project Name: Town of Firestone SWD #1, Task: Drilling Engineering (Work Order 2020-01) \$175,000 in the 2020 budget - Completed in 2020

Work Order 2020-1 is for the development of a detailed drilling plan, management of drilling logistics, and subsequent analysis as follows:

Subpart 01: Development of a well Basis of Design (BOD) including offset well and bit analysis, expected days-vs-depth curve, detailed casing and cementing design, recommended vendor determination, expected performance analysis, determination of quality objectives, and determination of contractor key performance indicators (KPIs). This subpart also includes an authority-for-expenditure (AFE) and client meeting.

Subpart 02: Drilling Engineering including issuance of request for quotes (RFQs), evaluation, and award. Additionally, this subpart includes review of any special issues arising during drilling.

Subpart 03: Drilling Engineering Detailed Drilling Plan with operational procedures including detailed drilling fluids, cementing, bit program, emergency response plan, and wellhead and operational checklists. This subpart includes all documentation required for onsite operations.

Subpart 04: Drill the Well on Paper (DWOP) meeting including all relevant contractors and the client, held approximately two weeks prior to moving in the drilling rig. Subpart 05: Onsite Prespud Meeting, held on location just prior to spud.

Subpart 05: Drilling Engineering End of Well Reports which includes consolidation of all reports and logs subsequent to drilling, an as-built wellbore diagram, performance assessment of objectives, and KPIs. This subpart includes a client meeting to review.

The budget for 2020-01 is \$175,000 and is estimated to be incurred over the period from September 2020 through December 2020. The project will be billed twice a month beginning in September through December in \$21,875 installments.

IPT Project Name: Town of Firestone SWD #1, Task: Drilling and Completions Operations Management (Work Order 2020-02) \$4,000 in the 2020 budget - \$0.00 completed in 2020, remaining \$4,000.00 to be completed in 2021

Work Order 2020-02 is for drilling and completions operations management including daily field support, morning calls, and operations engineering support.

The budget for 2020-02 is \$4,000 to be billed as a lump sum when the well is spudded. The spud date is anticipated to be in November 2020.

IPT Project Name: Town of Firestone SWD #1, Task: Completion Engineering (Work Order 2020-03) \$15,000 in the 2020 budget- \$0.00 completed in 2020, remaining \$15,000.00 to be completed in 2021

Work Order number 2020-03 is for completions engineering work including development of completion programs, issuance of RFQs, evaluation and award, end of well report and as-built wellbore diagram.

The budget for 2020-03 is \$15,000 to be billed as a lump sum prior to the start of well completion operations. This project is anticipated to be completed by December 31, 2020.

IPT Project Name: Town of Firestone SWD #1, Task: Drilling Wellsite Supervision (Work Order 2020-04) \$78,000 in the 2020 budget - \$0.00 completed in 2020, remaining \$78,000.00 to be completed in 2021

Work Order 2020-04 is for drilling wellsite supervision with two on-site personnel to oversee, coordinate, and direct activities during the drilling of the well.

The budget for 2020-04 is \$78,000 to be billed at \$3,900 per day. This project is anticipated to commence in November 2020 and be completed by the end of December 2020 and will be invoiced every two weeks.

IPT Project Name: Town of Firestone SWD #1, Task: Injection Facility Design (Work Order 2020-05) \$90,000 in the 2020 budget - \$41,173.25 completed in 2020, remaining \$48,826.75 to be completed in 2021

Work Order 2020-05 is for the injection pump facility design including design, RFQs, bid analysis, award, and final construction documents. This also includes costs of obtaining grading, excavating and stormwater plans necessary to obtain the relevant permits.

The budget for 2020-05 is \$90,000 to be billed at \$225 per hour. This project will commence in March 2020 and go through December 2020 and will be invoiced every two weeks.

The additional work orders below are for fiscal year 2021 and will require separate approval by the Town of Firestone Board of Trustees.

IPT Project Name: Town of Firestone SWD #1, Task: Facilities Commissioning (Work Order 2021-01) \$5,000 in the 2021 budget

Work Order 2021-01 is for engineering and field supervision necessary to monitor installation and commissioning of the injection pump facility.

The budget for 2021-01 is \$5,000 to be billed at \$225 per hour. This project will be delivered during 2021 and invoiced every two weeks.

IPT Project Name: Town of Firestone SWD #1, Task: Completion Supervision (Work Order 2021-02) \$40,000 in the 2021 budget

Work Order 2021-02 is for completions supervision with on-site personnel to oversee, coordinate and direct activities during the well completion.

The budget for 2021-02 is \$40,000 to be billed at \$2,000 per day. This project is anticipated to commence in January 2021 and complete in May 2021 and will be invoiced every two weeks.

RESOLUTION NO. 20-31

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE,
COLORADO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND NEW IPT, INC., REGARDING THE ST. VRAIN
WATER TREATMENT INJECTION WELL PROJECT**

WHEREAS, construction of the Town of Firestone's ("Town") St. Vrain Water Treatment Plant requires the design and construction of an injection well; and

WHEREAS, the Town is thus in need of engineering services for the development of a drilling plan, on-site personnel to oversee, coordinate and direct drilling of the well and design of the injection pump facility, such duties referred to collectively as the St. Vrain Water Treatment Injection Well Project ("Project"); and

WHEREAS, the Town requested proposals and selected New IPT, Inc., as the most qualified and responsive bidder to provide the required Project services.

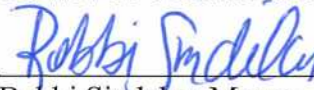
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Professional Services Agreement between the Town of Firestone and New IPT, Inc., for engineering services regarding the development, oversight, coordination of a drilling plan and facility design services for the St. Vrain Water Treatment Injection Well Project, is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 11th day of March, 2020.



TOWN OF FIRESTONE, COLORADO


Bobbi Sindelar, Mayor

ATTEST:


Jessica Koenig, Town Clerk

APPROVED AS TO FORM:


William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 11th day of March, 2020 (the "Effective Date"), by and between the Town of Firestone, a Colorado municipal corporation with an address of 151 Grant Avenue, P.O. Box 100, Firestone, Colorado 80520 (the "Town"), and New IPT, Inc., an independent contractor with a principal place of business at 1707 Cole Blvd., Suite 200, Golden, Colorado 80401 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Schedule A**).

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$362,000.00. This amount shall include all fees, costs and expenses incurred by

Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation Insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

C. Town to the extent permitted by law, agrees to indemnify and hold harmless Contractor and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Town, any subcontractor of Town, or any officer, employee, representative, or agent of Town, or which arise out of a worker's compensation claim of any employee of Town or of any employee of any subcontractor of Town. Town's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Town, any subcontractor of Town, or any officer, employee, representative, or agent of Town or of any subcontractor of Town.

D. Notwithstanding any other provision in this agreement, Town to the extent permitted by law, agrees to defend, indemnify, hold harmless and release Contractor from and against all losses arising from or related to (i) damage to or impairment of a well or reservoir, regardless of fault, or (ii) the well site or operations thereon, including any pollution or discharges, spills, releases or the presence of wastes, petroleum or petroleum products (including crude oil or any fraction thereof), hazardous substances, pollutants and/or contaminants on, in, under, or from any property or equipment owned, operated, leased or provided by any member of company group, including, without limitation, any such losses arising out of, resulting from or alleged to have resulted from any drilling, extraction, hydraulic fracturing or other well-related activities, regardless of fault.

E. Consequential damages. Neither party shall be liable to the other, and each party hereby waives and releases all claims against the other, for general, special, punitive, exemplary, indirect, incidental or consequential damages arising from or out of this agreement, including without limitation, loss of revenue, profit or use of capital, business interruptions, production delays, loss of product, reservoir loss or damage, losses resulting from failure to meet other contractual commitments or deadlines, and downtime of facilities, however same may be caused.

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.



TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William Hayashi

William Hayashi, Town Attorney

IPT, INC.

Brian Ervine

By:

Managing Director, Brian Ervine

NO EMPLOYEE AFFIDAVIT

To be completed only if Contractor has no employees

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Firestone (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- A valid Colorado driver's license or a Colorado Identification card;
- A United States military card or a military dependent's identification card;
- A United States Coast Guard Merchant Mariner card;
- A Native American tribal document;
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
- Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program

I, _____, as a public contractor under contract with the Town of Firestone (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to (or affirmed) before me this ____ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(SEAL)

Notary Public

**EXHIBIT A
SCOPE OF SERVICES**

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Schedule A

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- As described in Schedule A Works Orders 2020-01 through 2020-05

SCHEDULE A

(Attached to and made part of the Agreement between Town of Firestone and New IPT, Inc.
dated March 11, 2020)

IPT Project Name: Town of Firestone SWD #1, Task: Drilling Engineering (Work Order 2020-01) \$175,000 in the 2020 budget

Work Order 2020-1 is for the development of a detailed drilling plan, management of drilling logistics, and subsequent analysis as follows:

Subpart 01: Development of a well Basis of Design (BOD) including offset well and bit analysis, expected days-vs-depth curve, detailed casing and cementing design, recommended vendor determination, expected performance analysis, determination of quality objectives, and determination of contractor key performance indicators (KPIs). This subpart also includes an authority-for-expenditure (AFE) and client meeting.

Subpart 02: Drilling Engineering including issuance of request for quotes (RFQs), evaluation, and award. Additionally, this subpart includes review of any special issues arising during drilling.

Subpart 03: Drilling Engineering Detailed Drilling Plan with operational procedures including detailed drilling fluids, cementing, bit program, emergency response plan, and wellhead and operational checklists. This subpart includes all documentation required for onsite operations.

Subpart 04: Drill the Well on Paper (DWOP) meeting including all relevant contractors and the client, held approximately two weeks prior to moving in the drilling rig. Subpart 05: Onsite Prespud Meeting, held on location just prior to spud.

Subpart 05: Drilling Engineering End of Well Reports which includes consolidation of all reports and logs subsequent to drilling, an as-built wellbore diagram, performance assessment of objectives, and KPIs. This subpart includes a client meeting to review.

The budget for 2020-01 is \$175,000 and is estimated to be incurred over the period from September 2020 through December 2020. The project will be billed twice a month beginning in September through December in \$21,875 installments.

IPT Project Name: Town of Firestone SWD #1, Task: Drilling and Completions Operations Management (Work Order 2020-02) \$4,000 in the 2020 budget

Work Order 2020-02 is for drilling and completions operations management including daily field support, morning calls, and operations engineering support.

The budget for 2020-02 is \$4,000 to be billed as a lump sum when the well is spudded. The spud date is anticipated to be in November 2020.

IPT Project Name: Town of Firestone SWD #1, Task: Completion Engineering (Work Order 2020-03) \$15,000 in the 2020 budget

Work Order number 2020-03 is for completions engineering work including development of completion programs, issuance of RFQs, evaluation and award, end of well report and as-built wellbore diagram.

The budget for 2020-03 is \$15,000 to be billed as a lump sum prior to the start of well completion operations. This project is anticipated to be completed by December 31, 2020.

IPT Project Name: Town of Firestone SWD #1, Task: Drilling Wellsite Supervision (Work Order 2020-04) \$78,000 in the 2020 budget

Work Order 2020-04 is for drilling wellsite supervision with two on-site personnel to oversee, coordinate, and direct activities during the drilling of the well.

The budget for 2020-04 is \$78,000 to be billed at \$3,900 per day. This project is anticipated to commence in November 2020 and be completed by the end of December 2020 and will be invoiced every two weeks.

IPT Project Name: Town of Firestone SWD #1, Task: Injection Facility Design (Work Order 2020-05) \$90,000 in the 2020 budget

Work Order 2020-05 is for the injection pump facility design including design, RFQs, bid analysis, award, and final construction documents. This also includes costs of obtaining grading, excavating and stormwater plans necessary to obtain the relevant permits.

The budget for 2020-05 is \$90,000 to be billed at \$225 per hour. This project will commence in March 2020 and go through December 2020 and will be invoiced every two weeks.

The additional work orders below are for fiscal year 2021 and will require separate approval by the Town of Firestone Board of Trustees.

IPT Project Name: Town of Firestone SWD #1, Task: Facilities Commissioning (Work Order 2021-01) \$5,000 in the 2021 budget

Work Order 2021-01 is for engineering and field supervision necessary to monitor installation and commissioning of the injection pump facility.

The budget for 2021-01 is \$5,000 to be billed at \$225 per hour. This project will be delivered during 2021 and invoiced every two weeks.

IPT Project Name: Town of Firestone SWD #1, Task: Completion Supervision (Work Order 2021-02) \$40,000 in the 2021 budget

Work Order 2021-02 is for completions supervision with on-site personnel to oversee, coordinate and direct activities during the well completion.

The budget for 2021-02 is \$40,000 to be billed at \$2,000 per day. This project is anticipated to commence in January 2021 and complete in May 2021 and will be invoiced every two weeks.



CERTIFICATE OF LIABILITY INSURANCE

3/1/2021

DATE (MM/DD/YYYY)

3/10/2020

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

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

PRODUCER Lockton Companies 8110 E Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1337799 New IPT, Inc. 1707 Cole Boulevard, Suite 200 Golden, CO 80401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: Indian Harbor Insurance Company		36940
	INSURER D: Lloyd's of London		38253
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 16638179 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP (WVR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible \$50,000 ☒ Cont Poll Lmt \$1M GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	US00083117L120A	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRER AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	AS2641445429020	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	US00083118L20A	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	WC7641445429010	3/1/2020	3/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liab/Claims Made	N	N	B0621PINT008120	3/1/2020	3/1/2021	\$1,000,000 Per Claim \$2,000,000 Agg

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

Town of Firestone, its officers, its employees and contractors are included as Additional Insured as respects General Liability if required by written contract. Where allowed by law and if required by written contract, General Liability insurance is primary and non-contributory subject to the terms and conditions of the policies carried. Professional Liability (various retroactive dates)- Limits below \$1MM have a retro date of 12/31/1999 and Limits above \$1MM has a retro date of 3/1/2011.

CERTIFICATE HOLDER

16638179
Town of Firestone
151 Grant Avenue
PO Box 100
Firestone, CO 80520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.d

Consent Agenda

Meeting Date: January 27, 2021

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 21-19: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, CONSENTING TO THE ASSIGNMENT OF THE TOWN OF FIRESTONE'S AGREEMENTS WITH WENCK ASSOCIATES INC FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY INFRASTRUCTURE PROJECT AND FOR PROJECT MANAGEMENT AND DESIGN SERVICES FOR PHASE ONE OF THE ST. VRAIN WATER TREATMENT PLANT TREATED WATER DELIVERY SYSTEM PROJECT

SUMMARY

Wenck Associates, Inc. joined Stantec Consulting Services, Inc. on January 1, 2021, and has changed its name. Since this change has taken place, the Professional Services Agreements the Town of Firestone has with Wenck Associates, Inc for the design of the Phase 1 SVWTP Treated Water Delivery System Project and Firestone Reservoir No. 1 Supply and Delivery Infrastructure Construction Engineering Project, both will need to be assigned to Stantec Consulting Services, Inc. Stantec Consulting Services, Inc. has requested Consent to Assignment of the two Professional Service Agreements with Wenck Associates, Inc.

HISTORY AND PREVIOUS BOARD ACTION

On July 8, 2020, the Board approved Resolution 20-68 for an agreement between the Town of Firestone and Wenck Associates, Inc for design work for Phase 1 SVWTP Treated Water Delivery System Project and on September 23, 2020, the Board approved Resolution 2086 for an agreement between the Town of Firestone and Wenck Associates, Inc for design work for Firestone Reservoir No. 1 Supply and Delivery Infrastructure Construction Engineering Project.

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 21-19 for Consent to Assignments for the Professional Service Agreements between Wenck Associates, Inc. and the Town of Firestone to Stantec Consulting Services, Inc.

ALTERNATIVES

The Board may choose not to approve the Consent to Assignments and provide Staff with additional direction.

ATTACHMENTS

1. Res 21-19 Wenck Associates Inc Agreement Assignment
2. Firestone W2020-9524 Consent of Wenck's Acquisition by Stantec
3. Firestone W2020-9533 Consent of Wenck's Acquisition by Stantec

FINANCIAL CONSIDERATIONS

None at this time

RESOLUTION NO. 21-19

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, CONSENTING TO THE ASSIGNMENT OF THE
TOWN OF FIRESTONE'S AGREEMENTS WITH WENCK ASSOCIATES INC
FOR CONSTRUCTION MANAGEMENT SERVICES
FOR THE FIRESTONE RESERVOIR NO. 1 SUPPLY AND DELIVERY
INFRASTRUCTURE PROJECT AND FOR PROJECT MANAGEMENT AND
DESIGN SERVICES FOR PHASE ONE OF THE ST. VRAIN WATER
TREATMENT PLANT TREATED WATER DELIVERY SYSTEM PROJECT**

WHEREAS, in 2020 the Town of Firestone ("Town") entered into Agreements with Wenck Associates Inc., for construction management services for the Firestone Reservoir No. 1 Supply and Delivery Infrastructure Project and for construction management and design services for Phase One of the St. Vrain Water Treatment Plant Treated Water Delivery System; and

WHEREAS, Wenck Associates Inc., has been acquired by and is now part of Stantec Consulting Services Inc., ("Stantec"); and

WHEREAS, it is therefore necessary that the Town assign both Agreements to Stantec as authorized in Section X(H) of both Agreements

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Town of Firestone does hereby consent to the assignment of its Agreements with Wenck Associates Inc. for construction management services for the Reservoir No. 1 Supply and Delivery Infrastructure Project and for construction management and design services for Phase One of the St. Vrain Water Treatment Plant Treated Water Delivery System and the Mayor is authorized to execute the Consent of Assignments for both Agreements which are attached hereto and made a part of this resolution.

INTRODUCED, READ AND ADOPTED this 27th day of January, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney



Stantec Consulting Services Inc.
4025 Automation Way, Bldg. E, Fort Collins, CO 80525

Attention: Julie Pasillas
Town of Firestone
7500 Pine Cone Ave.
P.O. Box 100
Firestone, CO 80520

Also sent via e-mail to: jpasillas@firestoneco.gov,

Dear Julie,

Reference: Town of Firestone's Consent to Wenck's Acquisition by Stantec (an "Assignment")

Phase 1 SVWTP Treated Water Delivery System Project (W2020-9524): Pursuant to Miscellaneous Article X.H of the Agreement for Professional Services between the Town of Firestone and Wenck dated July 8, 2020 (the "Agreement"), Wenck respectfully requests prior written consent from Town of Firestone to assign the Agreement from Wenck to Stantec.

In order to consent to this assignment, Wenck requests that an authorized signatory of Town of Firestone either signs below or provides an affirmatory response to the e-mail used to convey this letter or responds in another manner deemed appropriate by the Town of Firestone.

Please let us know if you have any questions or require any additional information. We value our relationship with the Town of Firestone, and we look forward to continuing to serve you in a responsive and exceptional way.

Regards,

Stantec Consulting Services Inc.

Town of Firestone

Chad Rogers, Esq. (MN)
Corporate Counsel
Cell Phone: (612) 670-3601
CRogers@Wenck.com

Name

Title



Stantec Consulting Services Inc.
4025 Automation Way, Bldg. E, Fort Collins, CO 80525

Attention: Julie Pasillas
Town of Firestone
7500 Pine Cone Ave.
P.O. Box 100
Firestone, CO 80520

Also sent via e-mail to: jpasillas@firestoneco.gov,

Dear Julie,

Reference: Town of Firestone's Consent to Wenck's Acquisition by Stantec (an "Assignment")

Firestone Reservoir No. 1 Supply and Delivery Infrastructure Construction Engineering Project (W2020-9533): Pursuant to Miscellaneous Article X.H of the Agreement for Professional Services between the Town of Firestone and Wenck dated September 23, 2020 (the "Agreement"), Wenck respectfully requests prior written consent from Town of Firestone to assign the Agreement from Wenck to Stantec.

In order to consent to this assignment, Wenck requests that an authorized signatory of Town of Firestone either signs below or provides an affirmatory response to the e-mail used to convey this letter or responds in another manner deemed appropriate by the Town of Firestone.

Please let us know if you have any questions or require any additional information. We value our relationship with the Town of Firestone, and we look forward to continuing to serve you in a responsive and exceptional way.

Regards,

Stantec Consulting Services Inc.

Town of Firestone

Chad Rogers, Esq. (MN)
Corporate Counsel
Cell Phone: (612) 670-3601
CRogers@Wenck.com

Name

Title

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.e

Consent Agenda

Meeting Date: January 27, 2021

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 21-20: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING THE PARKS OPEN SPACE AND TRAILS MASTER PLAN

SUMMARY

The Parks, Open Space, and Trails Master Plan will be used in conjunction with future Master Plan (Comprehensive Plan), park impact fee determination, and the Town's goals to guide the development of future parks and recreational amenities and the enhancement of existing resources that will best meet the needs of this growing community.

HISTORY AND PREVIOUS BOARD ACTION

On July 24, 2019, the Board of Trustees approved an agreement between the Town of Firestone and Bishop Layton Inc dba Design Concepts to prepare the Park, Open Space, and Trails Master Plan. Design Concepts worked with Town Staff, key stakeholders, Parks, Trails Advisory Board, Board of Trustees, and the public to draft the Town's first POST Master Plan. On July 15, 2020, Design Concepts presented a recap of the POST Master Plan's final draft during the Board's work session. Post-adoption of the POST Master Plan, Design Concepts will complete the plan in its graphical final bound version, which will be available to the Board and the residents of Firestone.

RECOMMENDATION

Staff recommends Board approve Resolution 21-20 as resolution approving the Parks, Open Space, and Trails Master Plan for the Town of Firestone.

ALTERNATIVES

The Board may choose not to approve Resolution 21-20 and provide Staff with additional direction.

ATTACHMENTS

1. Res 21-20 Parks Open Space Trails Master Plan

FINANCIAL CONSIDERATIONS

None at this time.

RESOLUTION NO. 21-20

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, ADOPTING THE PARKS OPEN SPACE AND
TRAILS MASTER PLAN**

WHEREAS, Bishop Layton Inc dba Design Concepts under contract with the Town of Firestone (“Town”) worked with the Board of Trustees, Parks and Trails Advisory Board, Town staff, stakeholders and the general public to develop a Parks, Open Space and Trails Master Plan (“Plan”); and

WHEREAS, the Plan is an essential tool in the Town’s development of a Comprehensive Plan, and determination of a Park Impact Fee; and

WHEREAS, the Plan will also guide the Town in its development and integration of future parks, trails, open space and recreational facilities which will serve to enhance the lifestyle of all members of the community: and

WHEREAS, on July 15, 2020 Design Concepts presented the latest draft of the Plan to the Board of Trustees, which Plan the Board desires to adopt subject to final collation of all documents and materials.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Parks, Open Space and Trails Master Plan is adopted by the Town in substantially the same form as the copy attached hereto and made a part of this resolution, subject to final collation.

INTRODUCED, READ, AND ADOPTED this 27th day of January, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.a

Discussion/Action

Meeting Date: January 27, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Resolution 21-21: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2020 CARBON VALLEY EMERGENCY OPERATIONS PLAN

SUMMARY

The Carbon Valley Emergency Operations Plan addresses prevention, protection, preparedness, response, recovery, and mitigation. The City of Dacono and the Towns of Firestone and Frederick in conjunction with the Frederick-Firestone Fire Protection District and Mountain View Fire-Rescue District have collaboratively developed the Carbon Valley Emergency Operations Plan. The Carbon Valley Emergency Plan provides for a “whole community” approach to ensure that the participating entities can collectively prepare for, protect, mitigate against, and respond to and recover from any disaster.

HISTORY AND PREVIOUS BOARD ACTION

In 2019, the Town of Firestone entered into an IGA with the City of Dacono, Town of Frederick, the Frederick-Firestone Fire Protection District, and Mountain View Fire Protection District to establish an emergency management service area and an emergency management coordinator.

RECOMMENDATION

Approval of Resolution 21-21.

ALTERNATIVES

Provide staff with additional direction.

ATTACHMENTS

1. 21-21 Res Carbon Valley Emergency Operations Plan 2020
2. Carbon Valley Emergency Operations Plan Executive Summary
3. CV Multi-Jurisdictional Emergency Operations Base Plan 2020 FINAL DRAFT
4. Carbon Valley Emergency Management IGA Executed

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 21-21

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING THE 2020 CARBON VALLEY
EMERGENCY OPERATIONS PLAN**

WHEREAS, the City of Dacono and the Towns of Firestone and Frederick in conjunction with the Frederick-Firestone Fire Protection District and Mountain View Fire-Rescue District have collaboratively developed the Carbon Valley Emergency Operations Plan (“Plan”); and

WHEREAS, the Plan provides for a “whole community” approach to ensure that the participating entities can collectively prepare for, protect, mitigate against, and respond to and recover from any disaster; and

WHEREAS, the Plan, which is consistent with federal, state and Weld County’s emergency plans, and all applicable laws, sets forth the participating entities’ purpose, scope, priorities, community profiles, hazard information, planning assumptions, concept of operations, organization and assignment of responsibilities to address large scale emergencies or disasters; and

WHEREAS, the Plan’s principal elements address Prevention, Protection, Preparedness, Response, Recovery and Mitigation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The 2020 Carbon Valley Emergency Operations Plan is adopted by the Town in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Plan on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2021.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Jessica Koenig, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

Carbon Valley Emergency Operations Plan (CVEOP) Executive Summary

The Carbon Valley Emergency Operations Plan describes how the municipalities and response agencies who are a part of the Carbon Valley Emergency Management service area, will cooperatively organize and respond to large-scale emergencies and disasters of all types that affect their communities. The plan is intended to be flexible, adaptable, and scalable, providing a framework for coordinated response and initial recovery actions.

The CVEOP covers the response area of the Carbon Valley, generally defined by the jurisdictional boundaries of the City of Dacono, the Town of Firestone, the Town of Frederick, and the areas in or near those municipalities that are served by the Frederick-Firestone Fire Protection District, and Mountain View Fire-Rescue. Traditionally, the “Carbon Valley” does not include the town limits of Erie and Mead, so those are excluded. A detailed service area map is provided in Appendix 2.

The CVEOP includes the **purpose, scope, priorities, community profiles and hazard information, planning assumptions, concept of operations, organization, and assignment of responsibilities** during a large-scale emergency or disaster response. This portion of the plan is known as the “**base plan.**” It is **accompanied by annexes, organized by functions and operational procedures.** The functional and operational annexes to the CVEOP are not included in the adoption process because they are subject to change more frequently than the base plan, and because they may contain sensitive information that is intended for official use only (FOUO). However, a brief description of each functional and operational annex is provided in the base plan.

The CVEOP is consistent with Federal, State of Colorado, and Weld County emergency plans, and is aligned with other applicable laws, regulations, plans, and policies.

The CVEOP, along with its appendices, and annexes covers “Part Three - RESPONSE” of the Carbon Valley Comprehensive Emergency Management Plan (CVCEMP), which is the full set of all the emergency plans covering all phases of emergency management, including Prevention/Protection, Preparedness, Response, Recovery, and Mitigation. An infographic of the CVCEMP is included with this summary.

The CVEOP employs a “whole community” planning approach, recognizing that all aspects of a community are required to effectively prepare for, protect and mitigate against, respond to and recover from any disaster. This includes all emergency management partners, both traditional and non-traditional, such as volunteer, faith- and community-based organizations, the private sector and the people who live in the Carbon Valley communities.

In addition, CVEMA strives to use inclusive practices during all phases of emergency management. Carbon Valley municipalities and response agencies recognize the importance of considering the needs of everyone in the community, including people with disabilities, those who have an access or functional need, or anyone who may otherwise be at risk. By utilizing the CMIST framework (Communication, Maintaining Health, Independence, Support/Safety/Supervision, Transportation) the CVEOP plans for the functional needs of people, rather than defining people by their limitations.

CARBON VALLEY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN



PART I PREVENTION AND PROTECTION

Threat and Hazard
Identification and Risk Analysis
THIRA

Critical Resource and
Infrastructure Protection Plan



PART II PREPAREDNESS

Training and
Exercise Plan

Community Preparedness
and Outreach Plan

Emergency Operations Plan
BASE PLAN



PART III RESPONSE

OPERATIONAL ANNEXES

- EOC Management
- Disaster Declaration
- Incident Management
- Planning and Situational Awareness
- Resource Management, Logistics and Finance

FUNCTIONAL ANNEXES

- Active Threat
- Animal Care and Control
- Civil Disturbance
- Evacuation and Traffic Management
- Firefighting
- Hazardous Materials
- Infrastructure and Utilities
- Mass Care and Sheltering
- Natural and Cultural Resource Protection
- Public Information and Crisis Communication
- Public Notification and Warning
- Reunification
- Search and Rescue
- Transportation



PART IV RECOVERY

Community Recovery Plan

FUNCTIONAL ANNEXES

- Cost Recovery and Financial Management
- Damage Assessment
- Debris Management
- Long-Term Recovery Group



PART V MITIGATION

Weld County
Hazard Mitigation Plan

Dacono Community Profile
and Mitigation Action
Guides

Firestone Community
Profile and Mitigation
Action Guides

Frederick Community
Profile and Mitigation
Action Guides

PART THREE: Carbon Valley EMERGENCY OPERATIONS PLAN



**City of Dacono
Town of Firestone
Town of Frederick
Frederick-Firestone Fire Protection District
Mountain View Fire Protection District**

November 17, 2020

Carbon Valley Comprehensive Emergency Management Plan
CVCEMP

[Letters of promulgation from each Carbon Valley agency referencing adoption resolutions]

Promulgation Statement

To all recipients:

A primary responsibility of government is to respond to emergency or disaster conditions. This includes caring for the lives and safety of the public, minimizing property damage, and mitigating the consequences of disaster. The goal of the Carbon Valley community is to respond to emergencies and disasters in the most organized, efficient, and effective manner possible. To support this goal, the City of Dacono, the Town of Firestone, and the Town of Frederick are promulgating this EOP and formally adopting the principles of NIMS, including ICS, the National Response Framework, and the National Disaster Recovery Framework.

Promulgated herewith is the revised Emergency Operations Plan for the City of Dacono, the Town of Firestone, and the Town of Frederick, collectively known as “the Carbon Valley.” This plan is known as the Carbon Valley Emergency Operations Plan (EOP). This plan supersedes any previous plans. It provides a framework within which the municipalities and first responder agencies in the Carbon Valley can prepare for and perform their respective emergency functions during a disaster or emergency.

This plan has been approved by the City of Dacono, the Town of Firestone and the Town of Frederick, the Frederick-Firestone Fire Protection District and Mountain View Fire-Rescue with promulgation documents on file with the respective cities and agencies.

The EOP will be updated and adopted at least every three (3) years. All recipients are requested to advise the Carbon Valley Emergency Management Agency of any changes that may result in its improvement or increase its usefulness. Plan changes will be transmitted to all addressees on the Carbon Valley Emergency Operations Group distribution list.

If any portion of this plan is held invalid by judicial or administrative ruling, such ruling shall not affect the validity of the remaining portions of this plan.

Record of Plan Changes

All updates and revisions to the plan will be tracked and recorded. This process will ensure that the most recent version of the plan is disseminated to and implemented by emergency response personnel. Plan dissemination will depend on the significance of the change. At minimum, the plan will be re-disseminated once per year on or before May 1st.

Record of Changes

Date of Change	Name of Person Making Change	Description of Change	Page Number(s)

Carbon Valley Comprehensive Emergency Management Plan **CVCEMP**

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Plan Distribution

Copies of this Emergency Operations Plan will be provided to each municipality, appropriate departments, partner agencies, and other persons electronically via the Carbon Valley Emergency Operations Group distribution list and the CVEMA Advisory Board. The distribution lists will be maintained by the Carbon Valley Emergency Management Agency. Updates will be provided electronically, when available. Recipients will be responsible for updating any printed departmental or agency copies. Please note, Annexes and Appendices to the Base Plan, when available, are considered and marked For Official Use Only (FOUO) and should not be distributed without prior approval from the Carbon Valley Emergency Management Coordinator.

Record of Distribution

Date	Name of Recipient	Agency or Organization	Method of Delivery (paper or electronic)

Part Three: RESPONSE

Emergency Operations Plan

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Introduction

The Carbon Valley Multi-Jurisdictional Emergency Operations Plan (EOP) is an all-hazard plan that describes how the City of Dacono, the Town of Firestone, the Town of Frederick, and the two fire agencies that serve them, the Frederick-Firestone Fire Protection District, and Mountain View Fire Rescue (Dacono), will organize and respond to large-scale emergencies and disasters affecting their communities. This plan is consistent with Federal, State of Colorado, and Weld County emergency plans, and is aligned with other applicable laws, regulations, plans, and policies, including [the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended](#), the National Response Framework Third Edition 2016, the National Preparedness Goal Second Edition 2015, National Disaster Recovery Framework Second Edition 2016, the Colorado State Emergency Operations Plan September 2019, and the Weld County Emergency Operations Plan February 2020. This plan is compliant with the National Incident Management System (NIMS) 2017 and incorporates principles set forth in the Incident Command System (ICS). Collectively, these documents support the Carbon Valley Multi-Jurisdictional EOP.

This EOP can be partially or fully implemented in the context of a disaster or emergency. Although no plan can anticipate all situations and conditions that may arise during an emergency, this plan attempts to provide the foundation and guidance to effectively manage and support response to a local or multi-jurisdictional disaster or emergency that overwhelms normal resources.

Background

For many years, Carbon Valley first responder agencies have worked together to perform emergency management functions in a coordinated manner. In November 2018, the three police departments and two fire districts that serve the Carbon Valley signed an Inter-Governmental Agreement, forming the Carbon Valley Emergency Management Agency. In April 2019, the first full-time Emergency Management Coordinator was hired to build and maintain a comprehensive emergency management program for the Carbon Valley.

This EOP is designed to be flexible, adaptable, and scalable. It provides a framework for coordinated response and initial recovery activities during a large-scale emergency or disaster. It is intended to be used in conjunction with other internal policies, plans, and procedures, such as function-specific annexes, operational annexes, and standard operating procedures or guidelines. The EOP stands as Part 3: the response phase of the Carbon Valley Comprehensive Emergency Management Plan (CVCEMP). An outline of the CVCEMP can be found in **Appendix 1**. This plan describes how various agencies and organizations in the Carbon Valley will coordinate response activities with our Federal, State, local, and private-sector partners.

The Carbon Valley EOP describes the basis for emergency operations, including the purpose, scope, priorities, community and hazard information, planning assumptions,

concept of operations, organization, and assignment of responsibilities during a large-scale emergency response. This portion of the plan is also known as the “base plan.” It is accompanied by other plans and annexes, organized by functions and procedures. A detailed table of contents is included.

Purpose

The EOP provides the structure and mechanism to respond to significant disasters or emergencies. Efficient response is supported by resource collaboration and operational coordination with the Carbon Valley, the area generally defined by the jurisdictional boundaries of the City of Dacono, the Town of Firestone, the Town of Frederick, and the areas in or near those municipalities that are served by the Frederick-Firestone Fire Protection District, and Mountain View Fire-Rescue. Traditionally, the “Carbon Valley” does not include the town limits of Erie, Mead, so those are excluded. A detailed service area map is provided in **Appendix 2**.

The EOP consists of the Base Plan, Functional Annexes and Operational Annexes. These documents are intended to provide a guideline; however, they may not represent actual actions taken by responders and officials before, during or after a disaster due to the unpredictability and unknowns associated with emergency and disaster response.

The Base Plan includes the purpose, scope, situations, assumptions, and concept of operations. It also includes a description of the organization and assignment of responsibilities, direction, control, and coordination elements. It describes how intelligence, communications, administration, finance and logistics will be addressed. It addresses plan development and maintenance, and it includes a section describing authorities and references. The Functional Annexes describe the roles and responsibilities for specific operational functions. The Operational Annexes outline specific policies and procedures to ensure a coordinated response, such as incident management, resource management, communications, and public information and warning systems.

The EOP is a living document and will continue to evolve as it is tested in real incidents and exercises. CVEMA believes the EOP should serve as a tool for improving coordination and strengthening relationship among all emergency management partners – federal, state, county and municipal governments, voluntary disaster relief organization, and the private sector – as we work together to meet basic human needs and restore essential government services before, during and after a disaster. This partnership should strive to reduce human suffering and decrease costly property damage due to significant emergencies and disasters.

Planning Approach

Carbon Valley Emergency Operation Planning Team

CVEMA began the update of the previous Carbon Valley Emergency Operations Plan in July 2019, using FEMA's *Comprehensive Preparedness Guide (CPG-101), Developing and Maintaining Emergency Operations Plans*, as a guiding document. An emergency operations planning team consisting of departmental staff, policy group members, and community members was convened in August 2019. This group helped to steer the planning process, confirm existing hazards, establish priorities, and determine responsibilities for the development functional and operational annexes. The resulting plan represents a major overhaul of the previous plan in structure, with the operational and tactical aspects of the EOP now resting in functional and operational annexes, while the strategic planning elements are contained in the Base Plan.

Whole Community Planning

The Whole Community Planning Approach is based on the premise that all aspects of a community are required to effectively prepare for, protect and mitigate against, respond to and recover from any disaster. This includes all emergency management partners, both traditional and non-traditional, such as volunteer, faith- and community-based organizations, the private sector and the people who live in the Carbon Valley communities.

Everyone who lives or works in the Carbon Valley shares responsibility for minimizing the effects of disaster in the community, and we know that when people have a high level of social capital – that is, they feel a sense of belonging to their community and can access a network of relationships for support – they are more likely to survive and recover from a disaster. We call this ability “community resiliency.”

In an ideal “whole community” environment, people have good knowledge of the hazards that can happen to them, they know appropriate protective actions to take, and they are able to access what they need to contribute to their personal and family safety.

Whole Community preparedness and community outreach is addressed in Part Two of the CVCEMP. To some extent Carbon Valley first responders and local governments rely on the knowledge and preparedness of community members during the response to a disaster. This plan takes into consideration the capability of individuals in the community to contribute to overall community resiliency.

People with Disabilities and Access and Functional Needs

Carbon Valley municipalities and response agencies recognize that local governments must consider the needs of everyone in the community. This includes members of the community who have a disability, those who have an access or functional need, or anyone who may otherwise be at risk.

By utilizing the CMIST framework we define the functional needs of people, rather than defining people by their limitations. CMIST organizes needs into five (5) categories:

- **Communication:** Individuals who speak sign language, have limited English proficiency, or have limited ability to speak, see, hear, or understand
- **Maintaining Health:** Individuals who require specific medications, supplies, services, durable medical equipment, electricity for life-maintaining equipment, breastfeeding, and infant/childcare, nutrition, etc.
- **Independence:** Individuals who function independently with assistance from mobility devices or assistive technology, vision and communication aids, service animals, etc.
- **Support, Safety, and Supervision:** Some individuals may become separated from their caregivers and need additional personal care assistance; experience higher levels of distress and need support for anxiety, psychological, or behavioral health needs; or require a trauma-informed approach or support for personal safety.
- **Transportation:** Individual lack access to personal transportation, are unable to drive due to decreased or impaired mobility that may come with age, disability temporary conditions, injury, or legal restriction.

CVEMA strives to use inclusive practices in all these functional areas and whenever possible during all phases of emergency management.

Scope and Priorities

This plan covers the response to and the short-term recovery from a range of hazards that could occur in the Carbon Valley. Disasters can be natural events, such as floods, tornadoes, and blizzards, and human-caused events, such as hazardous materials incidents and violent criminal actions. Regardless of the type of disaster, the priorities are always to:

- Save lives
- Protect health and safety
- Protect property
- Preserve the environment
- Minimize economic impacts

Emergencies can quickly escalate into disasters requiring resources that are not usually available within individual agencies and standard mutual aid practices. The EOP will be activated when any event begins to overwhelm normal resources and requires the assistance of Carbon Valley Emergency Management Agency to coordinate resources, assist with information management, or support consequence management for participating agencies.

Planning Assumptions

Below are the assumptions of effective emergency management planning in the Carbon Valley:

- All incidents are local and will always begin and end locally. Therefore, the Carbon Valley should strive for the maximum level of self-sufficiency possible and not rely solely upon outside assistance for response capability.
- Local governments must continue to function under threat, emergency, and disaster conditions.
- Carbon Valley agencies (municipal government and first responder agencies) will mobilize to deliver emergency and essential services under all threats and emergencies.
- As incidents grown in length and magnitude, outside assistance may be requested from local, county, state, and federal departments, agencies, and organizations.
- Mutual aid and other assistance will be utilized in accordance with existing mutual aid agreements when local resources are depleted or when Carbon Valley agencies anticipate the need for additional resources.
- Emergencies occur at any time with little or no warning and may exceed the capabilities of local Carbon Valley agencies, as well as county, regional, state, and federal governments, and the private sector in the affected areas.
- Depending on the extent of the incident, the Carbon Valley may not be able to meet all the responsibilities indicated in this plan.
- Emergencies may result in casualties, fatalities, and/or displace people from their homes, temporarily or permanently.
- Emergencies may result in property loss, interruption of public services, damage to basic infrastructure, and harm to the environment.
- The greater the complexity, impact, and scope of an emergency, the more multi-agency coordination will be required.
- Individuals, community-based organizations, and businesses will offer services and support during a disaster.
- State, Weld County, and regional agencies and departments with regulatory and other oversight responsibilities will be integrated into the established organizational chain to support local emergency management efforts.
- Weld County, the State of Colorado, and the federal government will provide emergency assistance to the Carbon Valley when requested and in accordance with applicable laws, codes, plans, and the National Response Framework.

Situation Overview

A key to responding to disasters that affect the Carbon Valley area is understanding the natural and human-caused hazards that pose a risk to our communities and understanding how they can affect our communities. Any such incident has the potential to disrupt the community, cause destruction of property, and cause injury and death to community members. The information in this section is taken from the Weld County Multi-Jurisdictional Hazard Mitigation Plan, a plan that Carbon Valley municipalities

Carbon Valley Comprehensive Emergency Management Plan

CVCEMP

routinely participate in developing and adopt when it is updated. The information here provides a summary of hazards specific to Weld County and the Carbon Valley.

The Carbon Valley Communities will participate in an update of the Weld County Multi-Jurisdictional Hazard Mitigation Plan between from April until November of 2020.

Hazard Analysis Summary

The Carbon Valley is vulnerable to a wide range of natural and human-caused hazards that threaten life and property. The hazards identified by the EOP Planning Team to be of actual potential threat are:

Natural Hazards	Technological Hazards	Human-Caused Threats
Severe Storm	Hazardous Materials Release	Active Threat: Hostile Intruder, Workplace Violence, Vehicle Attack in a Crowd
Straight-Line Winds & Tornado	Land Subsidence	Chemical, Biological, Radiological Nuclear, Explosives (CBRNE) attack
Flood		Cyber Attack
Public Health Hazard		
Extreme Temperatures		
Drought		
Prairie Fire		
Earthquake		

A complete Threat, Hazard Identification and Risk Assessment (THIRA) for the Carbon Valley will be completed in 2021. The THIRA will be one element of Part One, Prevention and Protection, of the Carbon Valley Comprehensive Emergency Management Plan.

The hazard identification and risk assessment data, as well as the social vulnerability analysis in each of the following community profiles is taken from the 2016 Weld County Multi-Jurisdictional Hazard Mitigation Plan (WCHMP). This plan is updated every five (5) years, and as such, this section should be updated following the adoption of the next WCHMP.

Community Profiles

The Carbon Valley community is about 10 miles north of the northern suburbs of Denver, with Dacono as the southernmost municipality on the south side of State Highway 52. Frederick is on the north side of State Highway 52, generally in the “middle” of the Carbon Valley community, and Firestone is on the north, extended past

Firestone Blvd all the way to State Highway 66. All three municipalities have expanded their boundaries in recent years, and all are challenged with meeting the demands for water and infrastructure associated with current and projected population growth.

City of Dacono

The City of Dacono is a Home Rule Municipality that was established in 1908. The form of government is council-mayor-administrator. The City encompasses nearly 8.2 square miles, with a future growth boundary of 22 square miles. The City's population is estimated at just over 6,000 (2019) people, with a homeownership rate of just over 70%. Like all Carbon Valley Communities, Dacono is challenged with meeting the demands for water and infrastructure associated with projected population growth. Dacono is characterized by a mix of medium-low, medium, and medium-high levels of social vulnerability. The northern area of the city has higher levels of social vulnerability to disasters than the rest of the city.

High Risk Hazards:

- Severe Storm
- Straight-Line Winds & Tornadoes
- Flood
- Public Health Hazards
- Extreme Temperatures
- Drought

Moderate Risk Hazards:

- HAZMAT
- Land Subsidence

Low Risk Hazards:

- Prairie Fire
- Earthquake

Town of Firestone

The town of Firestone is a statutory town and has a Board of Trustees – Mayor – Manager form of government. Firestone was incorporated in 1908. Firestone's boundaries include just over 12 square miles, with a planning area of about 56 square miles. Firestone earned the distinction of Colorado's fastest growing community in Colorado between 200 and 2010, showing an increase in population of 423% during that time. The current population is just under 15,000 (2019). The rate of homeownership in Firestone is 88%. The Town of Firestone is characterized by a mix of medium-low to medium-high levels of social vulnerability. The majority of the town is in the bottom 20% of social vulnerability compared to the rest of Weld County. The residents on the eastern border of Firestone may struggle in times of disaster due to very high social vulnerability levels.

High Risk Hazards:

- Flood

Moderate Risk Hazards:

- Severe Storm
- Straight-Line Winds & Tornadoes
- HAZMAT
- Extreme Temperatures
- Prairie Fire

Low Risk Hazards:

- Land Subsidence
- Drought
- Public Health Hazards
- Earthquake

Town of Frederick

The town of Frederick is a statutory town and has a Board of Trustees – Mayor – Manager form of government. Frederick originated as a mining camp and was incorporated in 1907. Frederick's population is estimated to be just under 14,000 (2019), up from 8,679 in 2010. The Town of Frederick encompasses just over 14 square miles. The home ownership rate is 92%. The Town of Frederick contains areas that range from low social vulnerability to medium high levels. There is a stark juxtaposition of very low vulnerability areas adjacent to medium-high levels. This has potential to threaten the resiliency of the Town.

High Risk Hazards:

- Severe Storm
- Straight-Line Winds & Tornadoes
- Flood
- Prairie Fire
- Drought

Moderate Risk Hazards: no scores in the moderate risk range

Low Risk Hazards:

- Public Health Hazards
- HAZMAT
- Extreme Temperatures
- Earthquake
- Land Subsidence

Concept of Operations

Municipal government has a responsibility to protect the public health and safety and the preserve property and environment from the effects of a disaster or emergency to the extent possible. In keeping with the foundational principle that “all disasters are local” and “all disasters begin and end locally,” each jurisdiction is responsible to prepare for and respond to all hazards that affect the community. In addition, local governments are responsible for organizing training, and equipping emergency personnel.

According to the Carbon Valley Emergency Management Agency Inter-Governmental Agreement, the City of Dacono, the Town of Firestone and the Town of Frederick, the Frederick-Firestone Fire Protection District and Mountain View Fire-Rescue (hereinafter referred to as ‘the Partner Organizations’) have delegated the responsibility to CVEMA to act as the Carbon Valley’s disaster agency. If an emergency or disaster exceeds local capability to respond, assistance may be requested from surrounding jurisdictions, Weld County, and/or the state.

Disasters and large-scale emergencies are rarely confined to a single jurisdiction. Even if only one part of the Carbon Valley were impacted by a single disaster or emergency event, a multi-jurisdictional effort may be required to effectively manage most major incidents. All local governments and special districts are responsible for coordinating with one another and for providing mutual aid within their capabilities. From routine emergencies handled by a single agency to a major disaster, all disaster and emergency response operations adhere to the principles of the National Incident Management System (NIMS), and its Incident Command System components. Cooperation and Coordination among and between the partner agencies will be accomplished by using standardized operational management concepts based in ICS. Implementing ICS as a strategy early and maintaining it throughout the incident provides consistency in organization of staff and provides a framework for a unified incident action plan with prioritized objectives.

In the event of an emergency requiring assistance beyond a single jurisdiction’s capability, assistance may be requested while maintaining ICS structure throughout the incident. In such case, this plan may be activated by any Incident Commander, First Responder Supervisor, CVEMA Advisory Board member, or the CVEMA Emergency Management Coordinator. A formal declaration of disaster is a separate process that may be required to activate local policies and procedures and as a precondition to some types of state or federal assistance. The Colorado Division of Homeland Security and Emergency Management (DHSEM) is the Colorado State agency responsible for processing requests for State and Federal disaster assistance.

Depending on the scope of the disaster, local municipal governments may suspend normal working operations redirected staff during an incident to support emergency response and control throughout the Carbon Valley.

Direction, Control and Coordination

The Incident Command or Incident Command Post (ICP) will coordinate with the Emergency Operations Center (EOC) through the EOC Manager and Section Chiefs with their counterparts at the ICP or on-scene.

Incident Command Post (ICP)

The ICP coordinates activities at the scene of the incident. Incident Command Posts should be located close enough to allow the incident commander (IC) to observe operations, but far enough away to provide safety and shelter from the noise and confusion that accompanies normal operations. For those incidents where a field ICP is not feasible or desired, a joint ICP/EOC may be formed.

Emergency Operations Center

The EOC acts in support of the ICP or multiple ICPs during a large event, as well as the community at large. The EOC processes and fulfills requests for resources and information, provides situational awareness and facilitates policy direction. The EOC is also responsible for managing and coordinating the consequences of an incident, whether planned or spontaneous (consequence management), so that first responders can focus on tactical and strategic necessities of the incident. The Carbon Valley EOC staff is comprised of departmental and agency staff from the partner agencies, staff from community support organizations, and other subject matter experts. This group is known collectively as the Carbon Valley Emergency Operations Group (CVEOG). This group meets monthly to train and exercise together.

Multi-Agency Coordination

All Incident Response and EOC personnel work cooperatively and in support of the whole community in the Carbon Valley. The agencies and facilities locally are part of a larger multiagency coordination system. The components of this system include disaster facilities, equipment, other EOCs, dispatch centers, communications systems, other specific types of agencies (the National Weather Service, hospitals, national guard, for example), and private sector organizations.

Joint Information Center (JIC) or Joint Information System (JIS)

The coordination of information, both internal and to the public, as well as media interaction is critical during an emergency or disaster incident. A JIC is a physical location where such coordination can take place. Here messages are coordinated, and information is shared between agencies and with the media. The same function may take place virtually, in a Joint Information System (JIS), with established processes agreed upon by all participating agencies. In this case, it is not a physical location, but still a system that performs the same functions as in a JIC.

Disaster Intelligence

Information sharing is a critical component during a disaster. Intelligence information is that which may be sensitive, related to criminal activity or terrorism, or for any reason

has a limited audience. When an incident requires the management of intelligence information, the EOC will staff an Intelligence officer position, to ensure there is a point of contact and distribution mechanism for sharing intelligence appropriately.

Communications Systems

During a disaster, many different communications systems will be used, many of which are not directly in the control of Carbon Valley agencies.

- Radios: 700/800 MHZ and VHF radios will be used. The choice between 700/800 MHZ and VHF is a tactical decision made at the ICP based on which system functions the best for that incident. Channels and frequencies will be chosen based upon the incident and responding jurisdictions.
- Landlines or VOIP phones, cell phones. Phones are used routinely to communicate both in the field and in the EOC.
- Amateur Radio Emergency Services (ARES): ARES is used as a backup communication system both in the field and in the EOC.
- ReadyOp: The Carbon Valley Emergency Management Coordinator has access to the ReadyOp database which provides contacts for EOC and local first responder personnel.

Organization

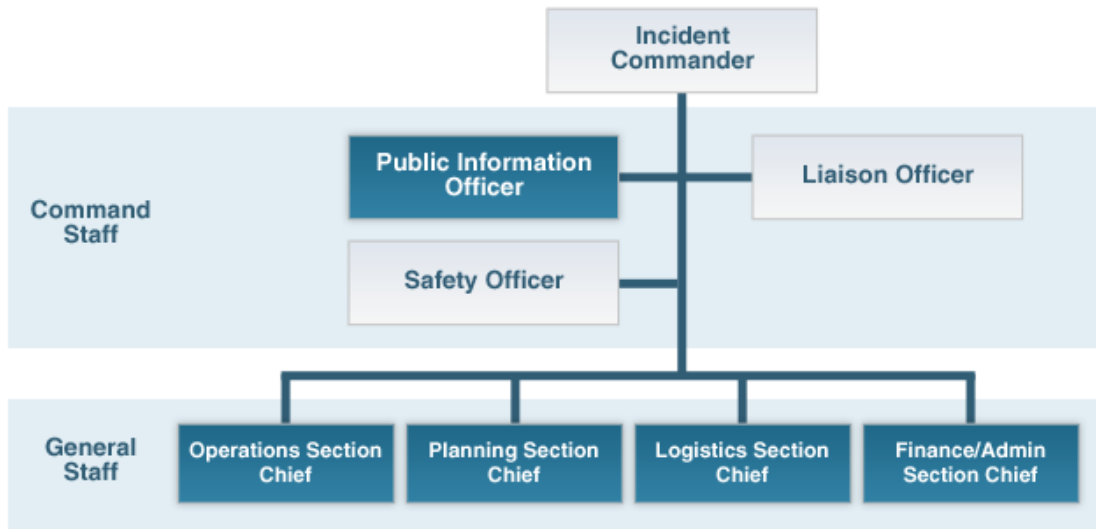
All incidents are organized using the Incident Command System (ICS). ICS allows users to adopt a flexible, integrated organizational structure that meets the needs of a single incident or, multiple incidents being managed together or separately. An incident will almost always start in the field and an Incident Command will be established. As the incident expands, and resource, information or consequence management needs expand, the EOC will open to provide support to the incident and the community.

Field Organization

ICS will be established by the first arriving units in the field. An Incident Commander takes charge of the scene and assigns positions within the ICS as the incident evolves. Until these functions are assigned, they are the direct responsibility of the incident commander. The basic ICS Command and General

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Staff functions are as follows:



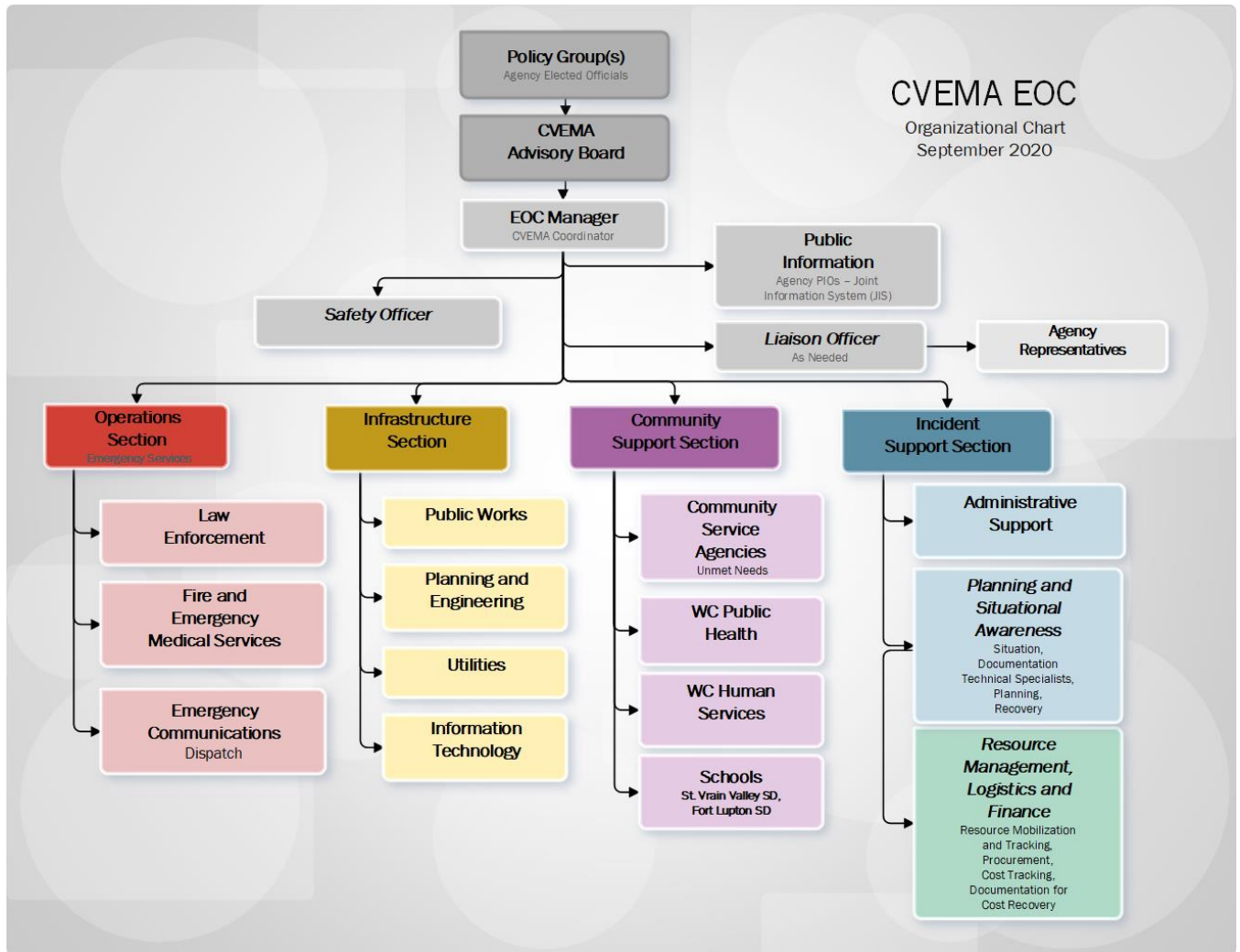
Many incidents can be managed in the field, however complex incidents may require additional support and coordination capability that the EOC can provide. Complexity may be due to multiple incident locations, large geographic area involvement, extreme damage or many people affected, and incidents that may involve terrorism or criminal elements.

EOC Organization

The EOC is organized in a modified Incident Command Structure, using sections that are organized by function. Each function has specific roles and responsibilities during an incident. The EOC Organization is as follows:

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Policy Group

Large incidents may also require activation of the Policy Group, which consists of elected and appointed officials for the affected jurisdictions and may also include legal counsel. The Carbon Valley Emergency Management Agency Advisory Board will determine policy group formation and organization, depending on the needs of the incident.

Assignment of Responsibilities

Policy Group

The purpose of the policy group is to provide policy guidance to the EOC and Incident Command. Elected and appointed officials play a critical role in fiscal decision-making and priorities during disaster response and recovery. Response and recovery efforts that fall outside the purview of the Incident Command staff may require involvement and coordination with elected officials. In addition, elected officials provide a link to county, state and federal government partners and can help navigate requests for additional resources and guidance on policy matters. The Carbon Valley Policy Group consists of Town and City Managers, Town Trustees and City Council members, Public Safety Chiefs, and others who may be included from jurisdictions having authority to make the best possible decisions for the community.

Individually, each municipality's policy making body has the ultimate authority for its jurisdiction. Public Safety Chiefs and the Emergency Management Coordinator can provide advice and technical support as appropriate, on the use of local resources during an emergency or disaster. The policy group of the agency(ies) having jurisdiction may have the following responsibilities:

- Direction of the overall preparedness and emergency operations plan and assurance that the emergency plans remain current and updated.
- Coordination and direction of local government activities in support of emergency or disaster relief efforts.
- Formal declaration of emergencies and/or disasters.
- Issuance of directives to government departments and personnel regarding changes in normal duties, work schedules, temporary reassignments, and employment of temporary workers, or acquisition of temporary facilities or resources, as needed.
- Approval and commitment of resources and funds for disaster or emergency purposes.
- Issuance of official orders regarding protection of the public or social restrictions, such as evacuations, entry or no entry orders, establishment of curfews, and other security controls.
- Issuance of controls to support economic stabilization, and other local controls as provided by the Colorado Disaster Act.
- Issuance of formal requests to Weld County or the Governor's Office, through the Colorado Division of Homeland Security and Emergency Management.

Legal Counsel

Each agency retains its own legal counsel. These attorneys are responsible for reviewing activities during a disaster or emergency and providing assistance and counsel to elected officials, town and city managers, and department heads before, during, and after disaster and emergency incidents in the Carbon Valley.

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- Review and assistance with preparation of legal documents including disaster declarations, curfews, price controls, or other official directives issued in a disaster or emergency.
- Assist policy group members as requested with legal matters.

Carbon Valley Emergency Management Agency Advisory Board

The CVEMA Advisory Board is comprised of the Police and Fire Chiefs of the five (5) CVEMA member agencies (City of Dacono, Town of Firestone, Town of Frederick, Frederick-Firestone Fire Department, and Mountain View Fire Rescue) responsible for the oversight of the Carbon Valley Emergency Management Program. The Advisory Board:

- Sets goals and objectives for the Carbon Valley Emergency Management Program.
- Monitors the performance of the Emergency Management Coordinator and overall progress of preparedness for emergencies and disasters.
- Advocates for emergency management initiatives within each of the member agencies and encourages robust participation in day-to-day emergency management activities, including meetings, training, exercises, and planning activities.

Carbon Valley Emergency Management Coordinator

The Carbon Valley Emergency Management Coordinator is responsible for developing and coordinating all emergency management tasks and functions within the Carbon Valley.

- Implement and update the Carbon Valley Comprehensive Emergency Operations Plan, along with all appendices and annexes on a regular basis.
- Activation of the Emergency Operations Center (EOC) in any emergency or disaster, as appropriate.
- Coordination of mutual aid assistance per Incident Command and the EOC in any emergency or disaster.
- Ongoing evaluation of any emergency or disaster in terms of the need for disaster declaration and notifying policy group members when such declaration becomes necessary.
- Establishment of any mutual aid agreements withing the Carbon Valley with appropriate county, state, federal, and private agencies regarding emergency management.
- Coordination of disaster facilities, such as shelters, reunification centers, evacuation points, points-of-distribution, or other local facilities as needed.
- Ensure necessary coordination and cooperation of all agencies and departments, prior to, during, and after an emergency or disaster.
- Conduct and coordinate training programs and all-hazard exercises, as deemed necessary to maintain and improve preparedness of the Carbon Valley communities and the member agency's response capabilities.

- Ensure that emergency plans address the whole community, and strive for inclusivity for people with disabilities and people with access and functional needs.

Carbon Valley Emergency Operations Group

The EOC is staffed by personnel from all member agencies and organized into sections [see organization section above]. Each CVEMA member agency should assign personnel to the CV Emergency Operations Group, based on their subject-matter expertise and responsibilities during an emergency. These personnel should regularly participate in emergency management activities. The following describes the roles and responsibilities of emergency operations group staff.

The **Incident Support, Planning, and Logistics and Finance** Sections in the Carbon Valley EOC are led by the Emergency Management Coordinator. Staffing for these sections is provided by member agency personnel and currently supplemented with neighboring emergency management agency personnel, as needed. The EOC needs to develop local capacity to fill these positions as the Carbon Valley Emergency Management program grows.

EOC Incident Support Section

EOC Administrative Support Section

The Administrative Support Section is comprised of administrative staff, specifically designated to perform administrative and support functions within the EOC. These may include technology and telecommunications support, scribes, runners, call-takers, and administrative support staff.

EOC Planning Section

The Planning Section is responsible for collecting, evaluating and disseminating tactical and strategic information about the emergency or disaster. The emergency management coordinator leads the planning section.

- This section maintains information and intelligence on the current and forecasted situation.
- Tracks the status of resources assigned to the incident.
- Prepares and maintains documents, maps, and reports about the incident.
- Prepares plans as needed to address the needs of the incident.
- Initiates damage assessment and short-term recovery planning considerations.
- Technical specialists are called in to support the planning section as needed (GIS, Meteorologists, and other subject-matter experts as needed).

EOC Resource Management, Logistics and Finance Section

The Logistics and Finance Section handles all resource support requests and needs for the incident.

- Supports facilities, transportation, supplies, equipment, maintenance and fueling, food Provides accurate incident cost tracking.
- Processes time and compensation claims resulting from the incident.
- Provides contracting and procurement support.
- Provides service, communications, and medical needs for the incident and EOC personnel.
- Coordinates closely with Planning Section to keep accurate and detailed financial documentation.

Law Enforcement Agencies

- Maintain law and order in their respective jurisdictions in the Carbon Valley.
- Establish an Incident Commander on all law-related incidents and maintain regular communication with the EOC manager or designee.
- Determine the need for public evacuations and evaluating access and control to the Carbon Valley communities during and emergency or disaster.
- Coordinate with emergency management and other public safety agencies on shelter-in-place instructions.
- Coordinate with emergency management, incident command, and policy group members concerning disaster declarations, travel restrictions, curfews, or other temporary social restrictions.
- Review and update law enforcement mutual aid agreements to ensure additional resources are available if needed.
- Lead or Coordinate with fire agencies on all search and rescue operations in an emergency or disaster.
- Support public reunification operations as needed in an emergency or disaster.
- Provide support for domesticated animals (pets) in a disaster or emergency.
- Review and update available local law enforcement resources and coordinate with emergency management on potential resource needs.
- Provide leadership, support, and subject matter expertise in the development of annexes to the EOP (see **Appendix 3**).

Fire, Rescue and Emergency Medical Services

- Provide all services related to fire prevention and suppression.
- Provide for the care and transport of all patients or injured parties during an emergency or disaster.
- Assume responsibility and response authority for structural and wildfires in respective jurisdictions.
- Establish an Incident Commander on all fire-related incidents and maintain regular communication with the EOC manager or designee.
- Provide search and rescue operations, or assistance, if law enforcement led search in a disaster or emergency.
- Provide timely and efficient patient care to the residents and visitors of the Carbon Valley.

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- Designate a medical officer to the EOC or Incident Command as needed or requested.
- Coordinate public information and messaging with the Carbon Valley Joint Information System (JIS), and with Incident Command.
- Provide leadership, support, and subject matter expertise in the development of annexes to the EOP (**see Appendix 3**).

Municipal Departments

- Public Works

- Maintain working systems and roadways in the event of an emergency or disaster.
- Maintain and repair all road system within respective jurisdictions to ensure minimal disruption in entering or exiting impacted areas.
- Expedite restoration of public facilities and services in priority areas as dictated by the current situation.
- Provide emergency traffic control measures, including identification and marking of dangerous areas, in coordination with police and fire departments.
- Provide for removal of debris to permit emergency rescue operations and the movement of emergency vehicles and supplies.
- Provide transportation services in support of emergency in support of response and recovery efforts, including the movement of equipment and supplies to designated areas.
- Provide damage assessment information to the Emergency Operations Center on roads, buildings, and equipment.
- Provide situational awareness gained during the performance of responsibilities.
- Participate on damage assessment teams with other departments.
- Maintain and repair water facilities and assess through disaster or emergency.

- Planning, Building, Community Development

- Responsible for community planning, building and land use considerations, and provides damage and government building assessment data during and after a disaster or emergency.
- Provide personnel for structure and facility inspections to determine safety of individual structures, businesses, residences, and public buildings, and to identify needed repairs.
- Gather and present data concerning the extent and type of damage resulting from a disaster or emergency; update throughout the recovery process.
- Assist in the coordination of damage assessment teams.
- Participation in and support of hazard mitigation planning and implementation to ensure community plans are compatible with hazard mitigation actions.

- Geographical Information Services

- Provide Emergency Operations Center and/or Incident Command with all maps requested during and after an emergency or disaster.
- Support graphical interface, as available, and creation of an incident “snapshot” of data and mapping.
- Coordinate data acquisition from other agencies (local, county, state).

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- Provide digital maps and provide large format printing as needed.
- Support database management as needed by EOC or Incident Command.
- **Public Information and Community Engagement**
 - Disseminate coordinated public messaging during a disaster or emergency.
 - Coordinate with other agencies to provide clear public messages and minimize confusion.
 - Establish procedures the release and sharing of information to the media with the assistance of the Joint Information Center, as appropriate.
 - Provide event management support through sharing knowledge of community, facilities, and volunteer management.
- **Finance**
 - Provide personnel to the EOC Logistics and Finance Section
 - Support all financial considerations for emergencies and disasters in respective jurisdictions.
 - Procure emergency supplies and materials
 - Administer vendor contracts for emergency services and equipment.
 - Document disaster-related time, costs, and financial commitments.
 - Participate with other departmental personnel on damage assessment teams, as needed.
 - Provide assistance and support for notification of employees during disaster situations.
 - Provide support for provisions needed to accommodate people with disabilities and people with access and functional needs.

Weld County Agencies

The **Weld County Regional Communications Center (WCRCC)** has an important role in providing situational awareness and supporting emergency public safety information for the Carbon Valley communities. Law and Fire personnel in the EOC are responsible for maintaining close contact with the WCRCC to coordinate emergency notifications and situation information.

The **Weld County Department of Public Health and Environment** is responsible for directing and coordinating public health operations. Identify health concerns and needs, prioritizing those needs, and finding appropriate resources to address those needs.

- Assist residents with health needs after qualified personnel have rescued them from disaster situations.
- Provide medical support for disaster facilities as needed.

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- Provide information and support for necessary health protection measures, such as immunization, sanitation, water purification guidance, and the like.
- Serve as a resource for individuals requiring assistance due to a disability or people with access and functional needs.
- Provide environmental health services and technical expertise, including the identification of chemical hazards, sources of contamination, or unsanitary conditions that present health hazards to the general public.

The **Weld County Department of Human Services** is responsible for directing and coordinating all human services operations and support during a disaster or emergency, including:

- Identify human services concerns and needs, prioritize those needs, and find appropriate resources to meet those needs.
- Assist residents with human services needs after qualified personnel have rescued them from disaster situations.
- Coordinate volunteer support for human services needs.
- Coordinate with the Emergency Operations Center in assessing overall human services resource needs during response and recovery operations and maintain situation status throughout incident.
- Serve as a resource for individuals requiring assistance due to a disability or people with access and functional needs.

Disaster Support Agencies

There are two **School Districts** in the Carbon Valley: **St. Vrain Valley School District RE-1J** for most of our public schools, and **Weld RE-8** for the Homyak PK-8 school in Dacono. The school districts are responsible for the safety and protection of students, staff, and personnel. They also:

- Prepare and maintain emergency management plans for the schools and districts.
- Coordinate with the EOC for the reunification of students with families, and for the feeding and housing of displaced persons.
- Provide resources to address the emergency, such as: facilities, buses, food and food preparation equipment, and personnel, as requested and available.

The **American Red Cross** may provide support services during and after a disaster or emergency.

- Provide for immediate assistance to disaster survivors, including food, water, shelter, clothing, physical and behavioral health support and referrals in conjunction with appropriate agencies.
- Establish and manage emergency shelters for displaced people, including registration, feeding, lodging and responding to public inquiries concerning people affected by disaster and shelter residents.
- Provide temporary and immediate housing for displaced people affected by disaster or emergency.
- Support damage assessment upon request.

- Assist incident survivors with emergency needs.
- Register displaced persons and provide welfare (“safe and well”) information services.

United Way Weld County / 2-1-1 is a comprehensive information and referral service that connects users to an extensive listing of human service resources throughout Colorado. 2-1-1 assists in emergency and disaster situations and works with emergency management to identify areas of greatest need and unmet needs. They may also support volunteer and donations management and provide community service subject-matter expertise in the EOC.

The **Carbon Valley Network** is a network of agencies that serve people in the Carbon Valley, and as such, have client relationships with many residents and families in our communities. During a disaster or emergency, they can act as “cultural brokers” to help disseminate safety and recovery information and can provide situational awareness in the area of identifying unmet needs. A Carbon Valley Network subcommittee may be stood up as a Carbon Valley Community Recovery Committee to address short, medium- and long-term recovery concerns after a disaster or emergency.

In 2020, several Carbon Valley **faith-based organizations** agreed to provide facilities, functional assistance, pastoral care, or other support during and after a disaster or emergency. These include: Rocky Mountain Christian Church, Rinn Valley United Methodist Church, St. Brigit’s Episcopal Church, St. Theresa Catholic Church, and New Horizons Christian Church. This faith-based group will continue to develop and train together.

Carbon Valley ARES is available to support emergency communications by request on any disaster or emergency and are often physically present in the EOC. They can coordinate with neighboring EOCs and jurisdictions who utilize amateur radio services in their emergency management systems. Specific roles and responsibilities will be determined according to the needs of the incident.

Healthcare Partners and Facilities participate in regional healthcare coalitions and can provide expertise, resources, and information to support situational awareness, provide resources, and support disaster behavioral health needs in a disaster or emergency. Efforts to develop these relationships should continue.

Community Organizations such as the Carbon Valley Parks and Recreation District, the Carbon Valley Community Library, and The Cove facility in Barefoot Lakes have expressed a desire to support the community during a disaster or emergency. Facility and service agreements will be developed as needed to facilitate this support. Ongoing development of relationships with community organizations and special districts will be a priority for the Carbon Valley emergency management program.

Emergency Operations Plan Annex Summaries

The following summaries of functional and operational annexes to the EOP are provided to aid in understanding the scope of planning for disasters and emergencies in the Carbon Valley. The full annexes are available upon request and with the approval of the Carbon Valley Emergency Management Agency. The full annexes are not made available to the public and are for official use only (FOUO).

Functional Annex Summaries

Functional annexes describe the planning assumptions, scope, and responsibilities for specific types of incidents or functions that may take place during the response or recovery phases in a disaster or emergency. These are usually related to response operations in the field, and these annexes do not take the place of any agency plans, procedures, or guidelines. These annexes help emergency management, support personnel, and policy group members to understand what might happen within each function and the roles and responsibilities of various agencies, departments, and organizations in providing support for each type of incident or function.

Active Threat

The purpose of the Active Threat Annex is to provide for operational coordination and support of personnel and available resources during active threat and violent crime incidents. This annex provides guidance for departments and agencies within the Carbon Valley for responding to and supporting active threat incidents.

Animal Care

The purpose of the Animal Care and Control Annex is to provide a collaborative framework for the prevention, protection, preparedness, response, and recovery efforts related to the management and well-being of service animals, pets, and livestock during a disaster or emergency, and to help safeguard the lives, health, and safety of Carbon Valley residents from the effects of animal disease.

Civil Disturbance

The purpose of the Civil Disturbance Annex is to provide for operational coordination and support of personnel and available resources during civil disturbance incidents. Civil disturbance is defined as acts that involve criminal activity by a group that comprises a threat to the lives and property of others. For the purposes of this document, the term civil disturbance is interchangeable with civil disobedience, civil disorder, civil unrest, demonstration, riot, spontaneous event, or unlawful assembly. These disturbances may be precipitate by a specific event, or result from longstanding known or unknown grievances.

Evacuation and Re-Entry

The purpose of the Evacuation and Re-Entry Annex is to provide for organized and coordinated traffic management, evacuation, and re-entry of the Carbon Valley community following a disaster or emergency.

Firefighting

The purpose of the Firefighting Annex is to provide for an organized and effective local fire management capability, including the detection and suppression of rural and urban fires. This function includes providing operational coordination of personnel and management of available resources.

Hazardous Materials

The purpose of the Hazardous Materials Annex is to provide for an organized and effective local response to hazardous materials incidents, including operational coordination of personnel and available resources. This annex also provides guidance for notification procedures for such incidents, as required by Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA).

Infrastructure and Utilities

The purpose of the Infrastructure and Utilities Annex is to provide for organized and effective support of infrastructure, utilities, and community lifelines during and after a disaster. These concerns may include water resources, sewer facilities, waste disposal, power and natural gas restoration, cyber security and consequence management and related impact to critical infrastructure, accurate assessment of damages and losses resulting from a disaster or emergency, and coordinated engineering expertise.

Mass Care and Sheltering

The Mass Care and Sheltering Annex describes the organization and provision of mass care and sheltering needs of the general population of the Carbon Valley and others who may be visiting or traveling through the area during a disaster. Mass care and sheltering needs may include temporary shelter, feeding, sleeping and sanitary accommodations for people displaced from their residence or who have other unmet needs during a disaster or emergency. This annex outlines guidelines that will aid in these activities and describes cooperation between local municipalities, community partner agencies, such as the American Red Cross, and Weld County agencies, such as Weld County Human Services.

Natural and Cultural Resource Protection

The purpose of the Natural and Cultural Resource Protection Annex is to provide a framework for coordination of public, private, and community support organizations to address cultural and environmental resource concerns and protection, before, during and after a disaster or emergency. This annex describes the cooperation and roles of departments and entities such as parks, recreation, historical preservation, natural resource management, libraries, museums, landmarks, and other sites of cultural or environmental significance and importance.

Public Information and Crisis Communications

The Public Information and Crisis Communications Annex is intended to support public information staff and agency leadership make informed and timely

decisions in communicating with the public during a disaster or emergency. This plan details processes for disseminating information to the public, government agencies, the media and other stakeholders, and also recognizes the role of the public in providing information during a crisis. Finally, this plan provides a link to Weld County and State of Colorado communication plans and seeks to include private sector and community organization partners in risk and disaster information activities.

Public Notification and Warning

The purpose of the Public Notification and Warning Annex is to address the initial warning and emergency messaging to the public of an imminent threat of disaster or emergency, and to facilitate the coordination of timely emergency information across departments, agencies, partners and to the general public. It describes the methods by which emergency alerts and warnings are communicated to the public, including emergency “reverse” notifications, such as CodeRed messages sent by Weld County Communications, the use of social media for urgent messaging, media releases, and door-to-door notifications. Ongoing communication during a prolonged incident is addressed in the Public Information and Crisis Communications Plan.

Reunification

The Reunification Annex describes reunification activities for families in the Carbon Valley who may be separated during a disaster or emergency. This plan seeks to provide support and coordination with agencies and organizations responsible for the temporary care and custody of children – educational, childcare, medical, and recreational facilities in the Carbon Valley.

Search and Rescue

The purpose of the Search and Rescue Annex is to provide for the effective utilization of search and rescue resources and support, control and coordination of various types of search and rescue operations involving persons and/or their property in distress, resulting from disaster or large-scale emergency.

Transportation

The purpose of the Transportation Annex is to provide a framework for a coordinated response of human, technical, equipment, facility, material and supply resources to support emergency transportation needs and the availability of transportation roadways during an emergency or disaster that impacts the Carbon Valley.

Operational Annex Summaries

The Operational Annexes describe incident and emergency management concepts that are applicable in any disaster or emergency. The Emergency Operations Center Management Annex provides detail about the EOC, while the Planning and Situation Awareness and Resource Mobilization, Logistics, and Finance annexes describe

specific functions within the EOC. The Incident Management Annex is applicable to all incidents in the Carbon Valley. The Disaster Declaration Annex is intended as a guide for Policy Group members in declaring a local disaster and describes the disaster declaration process from the local to the federal level.

EOC Management

The EOC Management Annex is the foundational document that describes the purpose, organization, and functions in the Carbon Valley Emergency Operations Center. In addition, this document details administration, staffing, location, and activation procedures, and describes specific functions to manage information, resources, and consequences during a disaster or large-scale emergency.

Disaster Declaration

The purpose of this annex is to describe the systems and operational policies for requesting an emergency or disaster declaration at the local, state, and federal levels. The provision set forth in this Annex specify the process to request emergency and disaster assistance from state and federal agencies, starting with a local disaster declaration for Carbon Valley municipalities and special districts, and in coordination with Weld County.

Incident Management

The Carbon Valley Emergency Management Agency and its member agencies will follow the Incident Command System (ICS) for managing all incidents, large and small. This annex outlines the various stages of incident management, describes incident typing, provides complexity analysis guidance, and outlines the priority actions of responders.

Planning and Situational Awareness

The purpose of the Planning and Situational Awareness Annex is to provide a framework for effective information management and planning during a disaster or large-scale emergency. This annex specifies the processes related to information management to maintain situational awareness and create plans needed during disasters or emergencies in the Carbon Valley communities.

Resource Management, Logistics and Finance

The purpose of the Resource Management, Logistics, and Finance Annex (hereafter referred to as the Resource Annex) is to provide a framework and introduction to the processes involved in providing services, personnel, equipment, supplies, and facilities to support operations during a disaster or large-scale emergency. Such incidents often require specialized resources, or more resources than can be obtained through usual channels by first responders in the field or through mutual aid. The Resource Annex outlines the provision of resources to any incident in the Carbon Valley that are necessary to protect life, property, the environment, cultural resources, and economic resources. This annex focuses on requests for resources.

Continuity of Government

A continuity of operations plan establishes policy and guidance ensuring that critical government functions are able to continue, and that personnel and resources are

relocated to an alternate facility, if necessary, in case of a disaster or emergency. The plan should develop procedures to notify and inform employees, address the protection and maintenance of records essential to continued operations, and define clear lines of succession to preserve and continue local government functions.

Each agency that is a part of the Carbon Valley Emergency Management Agency should develop and maintain continuity of government plans.

Plan Development, Maintenance and Implementation

The Carbon Valley Emergency Operations Plan, annexes and appendices, and subsequent revision, supersede all previous editions and is effective upon signing by the Carbon Valley Emergency Management Advisory Board and the Emergency Management Coordinator. The plan should be certified by adoption by each agency that is a party to the Carbon Valley Emergency Management Agency intergovernmental agreement at least every three years.

The Emergency Management Coordinator is responsible to review this plan regularly, make and document needed changes, distribute the plan annually to partner agencies, and update and request re-certification by adoption every three years.

Training and Exercises

Carbon Valley agencies, departments, and organizations with responsibilities identified in this plan are responsible for ensuring that their staff is familiar with the provisions of the plan and that personnel are adequately trained to carry out emergency assignments. CVEMA provides training on EOC at monthly meetings, as well as other training opportunities as outlined in the Carbon Valley Training and Exercise Annex.

Staff participation in periodic disaster and emergency exercises provides the best opportunity for testing and refining plans and procedures in preparation for an actual disaster or emergency. The Carbon Valley Emergency Management Coordinator will coordinate multi-agency and multi-jurisdictional exercises. Following any exercise or actual incident, the Carbon Valley Emergency Management Coordinator will create an After-Action Report and Improvement Plan to address any corrective actions needed, and to identify shortfalls in planning, training, personnel, equipment, and facilities.

Appendix 1

CARBON VALLEY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

MASTER Table of Contents

MASTER TABLE OF CONTENTS

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PART TWO: PREPAREDNESS

Training and Exercise Plan

Community Preparedness and Outreach Plan

PART THREE: RESPONSE

Carbon Valley Emergency Operations Plan (CV EOP)

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Promulgation Documents

Promulgation Statement

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Record of Distribution

Executive Summary

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Whole Community Approach

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Situation Overview

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EOC Organization

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- *Policy Group*
- *Legal Counsel*
- *Carbon Valley Emergency Management Agency Advisory Board*
- *Carbon Valley Emergency Management Coordinator*
- *Carbon Valley Emergency Management Group*

- EOC Administrative Support Section
- EOC Planning Section
- EOC Logistics and Finance Section
- Law Enforcement Agencies
- Fire, Rescue and Emergency Medical Services
- Emergency Communications
- Municipal Departments
 - Public Works
 - Planning, Building, Community Development
 - GIS
 - Public Information and Community Engagement
 - Finance
- Weld County Department of Public Health and Environment
- Weld County Department of Human Services
- Emergency Support Agencies
 - Schools
 - American Red Cross
 - United Way Weld County / 2-1-1
 - Carbon Valley Network service agencies
 - Faith-based organizations
 - Healthcare Partners and Facilities
 - Community Organizations

Continuity of Government

Plan Development, Maintenance, and Implementation

Appendix 1: Comprehensive Emergency Management Plan Master Table of Contents

Appendix 2: Carbon Valley Emergency Management Agency Service Area Map

Appendix 3: EOP Annexes

Appendix 4: Emergency Support Function → Functional and Operational Annexes Crosswalk

CV EOP Annexes

Functional Annexes

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Animal Care
Civil Disturbance
Evacuation and Re-Entry
Firefighting
Hazardous Materials
Infrastructure and Utilities
Mass Care and Sheltering
Natural and Cultural Resource Protection
Public Information and Crisis Communications
Public Notification and Warning
Reunification
Search and Rescue
Transportation

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Disaster Declaration
Incident Management

Planning and Situational Awareness
Resource Management, Logistics and Finance

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Relationship to Other Plans
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Disaster Recovery Structure
Recovery Approach and Assumptions

Recovery Support Functions

Community Planning
Economic Recovery
Infrastructure
Community Engagement
Natural and Cultural Resources
Public Health
Housing and Human Services

Recovery Plan Annexes

Damage Assessment
Debris Management
Long-Term Recovery Group
Cost Recovery and Financial Management

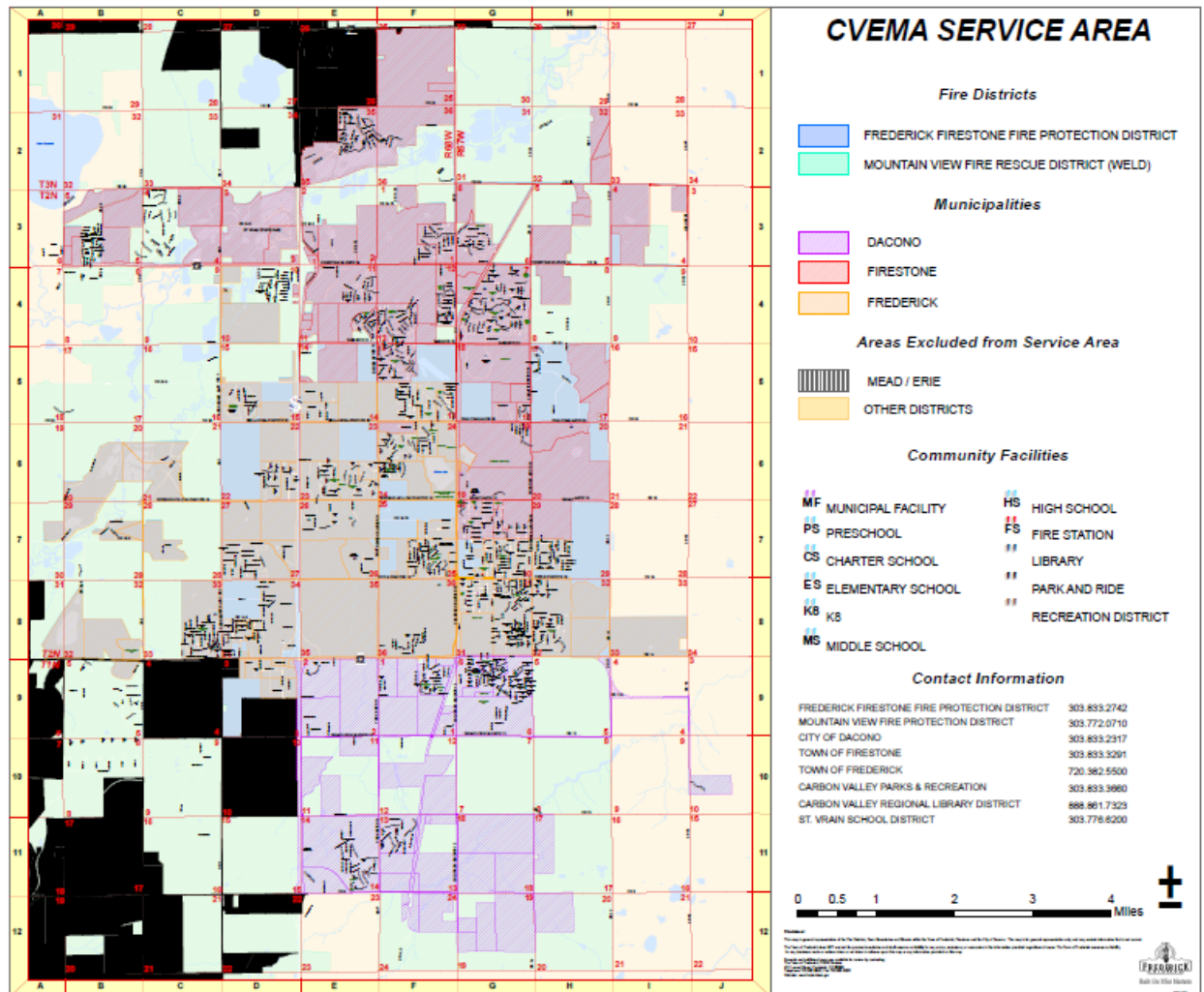
PART FIVE: MITIGATION

Weld County Multi-Jurisdictional Hazard Mitigation Plan Elements

City of Dacono Community Profile and Mitigation Actions
Town of Firestone Community Profile and Mitigation Actions
Town of Frederick Community Profile and Mitigation Actions

Carbon Valley Comprehensive Emergency Management Plan CVCEMP

Appendix 2



Appendix 3

Annexes to the Carbon Valley EOP

Functional Annexes

Active Threat
Animal Care
Civil Disturbance
Evacuation and Re-Entry
Firefighting
Hazardous Materials
Infrastructure and Utilities
Mass Care and Sheltering
Natural and Cultural Resource Protection
Public Information and Crisis Communications
Public Notification and Warning
Reunification
Search and Rescue
Transportation

Operational Annexes

EOC Management
Disaster Declaration
Incident Management
Planning and Situational Awareness
Resource Management, Logistics and Finance

** Annexes to the Base Plan are considered marked for Official Use Only (FOUO) and should not be distributed without prior approval from Carbon Valley Emergency Management Agency.*

Carbon Valley Comprehensive Emergency Management Plan

CVCEMP

Appendix 4

Emergency Support Functions (ESFs) → CVEMA Functional and Operational Annexes Crosswalk

ESF	Functional and Operational Plans and Annexes	Lead Department(s)	Supporting Department(s)	Related/Outside Plans and Agreements
1 Transportation	Transportation Annex	Public Works	CVEMA	TIMP Plans - CDOT
2 Communications	Public Notification & Warning Plan	CVEMA	WCRCC WC Public Safety I.T.	WCRCC Public Safety Communications Plans Regional TIC Plan
3 Public Works	Infrastructure Protection Annex • Utilities	Public Works	CVEMA	
4 Firefighting	Firefighting Annex	FFFPD, MVFR		
5 Emergency Management	EOC Operations Plan, Planning and Situational Awareness Annex, Resource Management Annex Finance Plans, Disaster Declaration Annex	CVEMA FFFPD Finance	All Agencies Finance and Administration personnel CVEMA	Weld County EOP and EOC Management Plans, ESF 5 and 7 annexes
6 Mass Care	Mass Care Annex Community Reunification Plan School Coordination	CVEMA	American Red Cross, United Way/2-1-1	American Red Cross Shelter Plans, United Way/2-1-1 Plans, Facility use MOUs
7 Logistics and Resource Management	Resource Management Annex • Volunteers and Donations • Finance and Administrative support	CVEMA	All	Weld County Resource Mobilization Plan
8 Public Health	<i>No CV EOP annexes in this area – Weld County Public Health and Environment; Weld County Coroner</i>	FFFPD, MVFR EMS	EMS WC Coroner WCDPHE	WC Public Health Plans, i.e., Infectious Disease, POD, Environmental

Carbon Valley Comprehensive Emergency Management Plan

CVCEMP

ESF	Functional and Operational Plans and Annexes	Lead Department(s)	Supporting Department(s)	Related/Outside Plans and Agreements
	EMS Protocols and Procedures			Health WC Coroner Mass Casualty and Mass Fatality Plans
9 Search and Rescue	Search and Rescue Annex	LE Agencies, FFFPD, MVFR	WC SO, other fire agencies Outside S&R agencies	
10 Hazardous Materials	Hazardous Materials Annex	Fire Agencies, Hazmat Teams	CVEMA	Weld County Hazardous Materials Plan
11 Agriculture and Natural Resources	Small and Large Animals Annex	LE Agencies CSOs/Animal Control	Humane Societies, Department of Agriculture	WC Extension Livestock and Agriculture Plans WC SO Small Animal (Pets) Plan
12 Energy	Infrastructure Protection (Utilities)	Public Works	IT, Public Safety OEM	Private Sector Partnerships: Black Hills Energy, United Power
13 Law Enforcement	Evacuation and Re-entry Plan Public Safety and Security; Active Threat Annex	LE Agencies LE Agencies	CVEMA Fire Agencies	
14 Cross-Sector Operations	<i>Cross-sector operations includes stabilization of key supply chains and community lifelines, among infrastructure owners and operators, businesses, and their government partners. ESF 14 is complementary to the Sector-Specific Agencies (SSA) and other ESFs and is a mechanism for entities that are not aligned to</i>	<i>New Federal ESF; TBD what internal and external plans may result. Possible Cybersecurity Annex or Public-Private Partnership elements.</i>	In addition to CVEMA agencies, this area would also include private business and community organizations, such as the Chamber of Commerce, Rotary Club, Carbon Valley Network, and others.	

Carbon Valley Comprehensive Emergency Management Plan CVCEMP

ESF	Functional and Operational Plans and Annexes	Lead Department(s)	Supporting Department(s)	Related/Outside Plans and Agreements
	<i>an ESF or have other means of coordination</i>			
15 External Affairs/Public Affairs	Public Information and Crisis Communications Plan (emergency public communications)	Agency Communications and Engagement personnel	CVEMA	WC Crisis Communications Plan

Carbon Valley Comprehensive Emergency Management Plan
CVCEMP

CARBON VALLEY EMERGENCY OPERATIONS PLAN APPROVAL SIGNATURES

The Carbon Valley Emergency Operations Plan has hereby been reviewed and approved by the Chiefs of each Carbon Valley public safety agency (the Carbon Valley Emergency Management Agency Advisory Board) and the primary elected or executive official of each Carbon Valley municipality and agency.

City of Dacono

By: _____ Date: _____

Joe Baker, Mayor, City of Dacono

By: _____ Date: _____

B. Matthew Skaggs, Chief of Police, City of Dacono

Town of Firestone

By: _____ Date: _____

Bobbi Sindelar, Mayor, Town of Firestone

By: _____ Date: _____

David Montgomery, Chief of Police, Town of Firestone

Town of Frederick

By: _____ Date: _____

Tracie Crites, Mayor, Town of Frederick

Carbon Valley Comprehensive Emergency Management Plan
CVCEMP

By: _____ Date: _____

Todd Norris, Chief of Police, Town of Frederick

**CARBON VALLEY EMERGENCY OPERATIONS PLAN APPROVAL SIGNATURES,
continued**

The Carbon Valley Emergency Operations Plan has hereby been reviewed and approved by the Chiefs of each Carbon Valley public safety agency (the Carbon Valley Emergency Management Agency Advisory Board) and the primary elected or executive official of each Carbon Valley municipality and agency.

Frederick-Firestone Fire Protection District

By: _____ Date: _____

Butch A. Walb, President of the Board, Frederick-Firestone Fire Protection District

By: _____ Date: _____

Jeremy Young, Fire Chief, Frederick-Firestone Fire Protection District

Mountain View Fire-Rescue

By: _____ Date: _____

Chad Christian, President of the Board, Mountain-View Fire Rescue

By: _____ Date: _____

Dave Beebe, Fire Chief, Mountain-View Fire Rescue

<<END – CVEOP BASE

**AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITY OF
DACONO, TOWN OF FIRESTONE, TOWN OF FREDERICK, FREDERICK-
FIRESTONE FIRE PROTECTION DISTRICT, AND MOUNTAIN VIEW FIRE
PROTECTION DISTRICT FOR ESTABLISHMENT OF AN EMERGENCY
MANAGEMENT SERVICE AREA, AN EMERGENCY MANAGEMENT
COORDINATOR, AND FOR SHARING ASSOCIATED COSTS**

THIS AGREEMENT is made and entered into this 10th day of September, 2018 ("Effective Date") by and among the City of Dacono ("Dacono"), Town of Firestone ("Firestone"), Town of Frederick ("Frederick"), Frederick-Firestone Fire Protection District ("FFFPD") and Mountain View Fire Protection District ("MVFPD") (each individually referred to as a "Party" and jointly referred to as the "Parties").

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to C.R.S. § 29-1-201, *et seq.*; and

WHEREAS, pursuant to C.R.S. § 24-33.5-707(1), each political subdivision of the state shall be within the jurisdiction of, and served by, a local or interjurisdictional agency responsible for disaster preparedness and coordination of response; and

WHEREAS, the Parties agree that it is in their best interests, and will promote the public safety and welfare of the current and future residents and property owners within their mutual boundaries, to provide for FFFPD to serve as the local agency responsible for disaster preparedness and coordination of response within the Service Area (defined below); and

WHEREAS, the Parties desire FFFPD to hire an Emergency Management Coordinator to ensure the Parties' compliance with state and federal laws regarding disaster preparedness and coordination of response, including the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.*, and to have all the powers and duties set forth herein; and

WHEREAS, the Parties further desire to set forth their agreement as to the sharing of costs in connection with disaster preparedness and coordination of response;

NOW, THEREFORE, the Parties covenant and agree as follows:

1. **Service Area.** There is hereby established the *Carbon Valley Emergency Management Service Area* (the "Service Area"). The Service Area shall include each of the municipal Parties' corporate boundaries, including any properties later annexed, and the jurisdictional boundaries of each of the fire protection district Parties, including any properties later included into the fire protection districts' jurisdiction, and excluding any properties later excluded from the fire protection districts' jurisdictions, except that the Service Area shall not include any unincorporated county land. The Service Area also shall not include the municipal boundaries of the Towns of Erie and Mead, and any area within Boulder County.
2. **Hiring of Emergency Management Coordinator.** The Advisory Board (defined in Section 3, below) shall develop a job description ("Job Description") for an Emergency

Management Coordinator ("EMC"), who shall be responsible for coordinating with the Advisory Board on matters concerning disaster preparedness and emergency response with respect to the Service Area. After the Job Description has been finalized by the Advisory Board, and approved by FFFPD's Board of Directors, FFFPD shall advertise and hire for the position of EMC, who shall have all the powers and perform all the duties of such position as set forth in the Job Description. The EMC's salary shall be as set forth in the Job Description, and shall be paid by FFFPD, subject to partial reimbursement by the other Parties as provided in Section 4. The EMC shall be an employee of the FFFPD, and shall be subject to all of FFFPD's rules, policies and procedures.

3. **Advisory Board.** There is hereby established the Carbon Valley Emergency Management Advisory Board consisting of the Police Chief of the City of Dacono, the Police Chief of the Town of Firestone, the Police Chief of the Town of Frederick, the Fire Chief of the Frederick-Firestone Fire Protection District, and the Fire Chief of the Mountain View Fire Protection District (collectively, the "Advisory Board", and each a "Party Representative"). The Advisory Board shall provide input and feedback to the EMC on matters concerning disaster preparedness and coordination of response; provided that, the Advisory Board shall not oversee the actual work or instruct the EMC as to how the EMC's job will be performed. The Advisory Board may meet periodically upon request of the FFFPD Fire Chief or otherwise to provide input and feedback on the EMC's job performance, evaluations, compensation and/or Job Description changes.

4. **Cost Sharing; Non-Appropriation.** Each of the Parties shall contribute equally to the EMC's compensation, benefits, and other costs incidental to the EMC's employment ("Contribution"). FFFPD shall invoice each Party quarterly for the Party's Contribution. Such invoices shall be paid within thirty (30) days of receipt thereof. Any invoices not paid within thirty (30) days shall accrue interest at the rate of 8% per annum until paid in full. The foregoing notwithstanding, all financial obligations of the Parties under this Agreement are contingent on funds being budgeted, appropriated, or otherwise made available by the governing body of the respective Party. In the event of a non-appropriation by the governing body of a Party, such Party's participation in this Agreement shall terminate at the end of the then-current fiscal year, and the remaining Parties' Contributions will be increased in proportion to the total number of Parties to the Agreement, such that each remaining Party bears an equal share of the costs; except that, this Agreement shall terminate at the end of the then-current fiscal year in the event of a non-appropriation by the FFFPD Board of Directors. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of any of the Parties within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. In the event of a Party's non-appropriation, that Party shall only be financial liable for Contributions for which it has previously appropriated funds.

5. **Additional Parties.** Other municipalities and fire protection districts may become a party to this Agreement by written amendment signed by all of the then-Parties; provided that, the governing body of the joining party must first adopt the Plan (defined in Section 9, below). Upon the joining of an additional party(ies), each Party's Contribution shall be reduced in proportion to the total number of parties to the Agreement, such that each Party, including the joining

Party(ies), bears an equal share of the Contribution. Each joining Party shall have a Party Representative on the Advisory Board; provided that, such Party Representative shall be either a fire or police chief.

6. **Term.** This Agreement shall commence on the Effective Date, and shall continue until December 31, 2019. Thereafter, the Agreement shall automatically renew for up to ten (10) successive one-year terms; provided, however, that a Party may elect not to renew its participation in the Agreement by providing written notice of withdrawal to each of the other Parties, through each respective Party Representative, at least 180 days in advance of the end of the then-current term. Upon withdrawal by any Party in accordance with this Section, the remaining Parties' Contributions will be increased in proportion to the total number of remaining Parties to the Agreement, such that each Party bears an equal share of the costs; except that, this Agreement shall immediately terminate without further notice upon withdrawal by FFFPD. In addition, this Agreement shall terminate as to a Party in the event of non-appropriation by that Party pursuant to Section 4, above.

7. **Advisory Board Input.** The Parties agree that the development and implementation of any policies by the EMC or the FFFPD Board regarding disaster preparedness and emergency response shall be undertaken with input from the Advisory Board.

8. **Contracts.** FFFPD agrees that each Party shall be given the opportunity, through notice to each Party Representative, to join any contract proposed for adoption by the FFFPD Board regarding coordinated disaster preparedness and emergency response within the Service Area or any portion thereof.

9. **Emergency Management Plan.** One of the EMC's job duties will be to maintain the Carbon Valley Emergency Operations Plan (the "Plan") in accordance with federal and state requirements. It is the intent of the Parties that the Plan be adopted by the governing body of each Party to this Agreement. If the governing body of a Party, or any joining Party, has not yet adopted the Plan, the Party may do so by reference to the Plan as adopted by FFFPD in accordance with applicable state law. The Plan may be amended if approved by a majority of the members of the Advisory Board. Each Plan amendment shall be adopted by the FFFPD Board, and then adopted by reference to the Plan as amended and adopted by FFFPD by the governing bodies of the other Parties in accordance with applicable state law.

10. **Employee Liability.** Nothing in this Agreement is intended to or shall be construed to create an employer-employee relationship between the EMC and any of the Parties except FFFPD. Any employment liability arising out of or connected with FFFPD's employment of the EMC, including, without limitation, liability for workers' compensation benefits, unemployment benefits, or failure to withhold state or federal income taxes, shall be borne solely by FFFPD.

11. **Records.** FFFPD shall maintain in its records system, in accordance with FFFPD's applicable records retention policies, records created in whole or in part by the EMC relating to emergency management, disaster preparedness and coordination of response ("EMC Records"). EMC Records does not include any personnel records related to FFFPD's employment of the EMC, except to the extent such records would otherwise constitute public records under the

Colorado Public (Open) Records Act, CRS 24-72-201, *et. seq.* For so long as it is a party to this Agreement, a Party shall have reasonable access to the EMC Records during normal business hours, which access shall be granted by FFFPD at no charge. A former Party to this Agreement shall be entitled to EMC Records in accordance with the Colorado Open Records Act.

12. **Training Provided by EMC.** One of the EMC's job duties, as set forth in the Job Description, is to conduct emergency management training and education programs for employees of the Parties. The members of the Advisory Board and the EMC shall coordinate to schedule such programs.

13. **Confidentiality.** Each Party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to confidential information of another Party. The Party that has received confidential information (the "Receiving Party"), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the confidential information of the Party that has disclosed confidential information to the Receiving Party (the "Disclosing Party") that it exercises with respect to its own confidential information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose confidential information as necessary to fulfill its obligations or exercise its rights under this Agreement; except that, disclosure is permitted if the disclosure is required under the Colorado Open Records Act, or pursuant to a valid and effective subpoena or order issued by a court of law.

14. **Periodic Meetings.** The EMC and Advisory Board shall meet at the FFFPD Business & Education Center, located at 8426 Kosmerl Place, Frederick, CO, or at another location agreed to by the Party Representatives, on a periodic or as needed basis. At each meeting, the EMC shall update the Advisory Board on disaster preparedness and coordination of response efforts in the previous quarter, and expectations for disaster preparedness and coordination of response efforts in the upcoming quarter.

15. **Services Specifically Not Included.** Nothing in this Agreement shall obligate any Party to dispatch personnel, equipment or other assistance, or otherwise respond to an emergency or disaster situation within the Service Area. The respective interjurisdictional incident response obligations of the Parties, if any, are as set forth in the various mutual aid agreements between or among the Parties.

16. **Third-Party Liability.** The EMC will be an employee of FFFPD and answer to the FFFPD Fire Chief. As such, Dacono, Firestone, Frederick or MVFPD (and any joining parties) will have no direct control or supervision over the day-to-day operations or performance of the EMC's powers and duties. Dacono, Firestone, Frederick or MVFPD (and any joining parties) shall not be responsible for any liability for any injury, loss, or damage caused by the negligent act, omission, or other fault of the EMC or FFFPD. FFFPD's obligation under this Section shall not be construed to extend to any injury, loss, or damage which is caused by the negligent act, omission, or other fault of any Party other than FFFPD.

17. **Governmental Immunity.** The Parties are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (the "Act"), and the Parties understand and agree that each of the Parties is relying on and does not waive or

intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Act, or otherwise available to the Parties, their officers, or their employees.

18. **Entire Agreement; Amendment.** This Agreement represents the entire Agreement among the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended by the Parties at any time during its term, provided that any such amendment is agreed to in writing and signed by the representatives of the Parties executing this Agreement as set forth in the signature portion below. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

19. **Severability.** Should any provision of this Agreement be held invalid or unenforceable, then the remaining provisions shall remain in full force and effect as though the invalid provision were not included; provided, however, that should the invalidity or unenforceability go to the essence of the Agreement, then any Party that would have received the benefit of the invalid or unenforceable provision shall have the option to terminate this Agreement.

20. **Governing Law and Venue.** This Agreement shall be deemed entered into in Weld County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Weld County of the State of Colorado, and in no other court.

21. **No Third-Party Beneficiaries.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person or entity not included in this Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

22. **Assignment.** No Party shall assign or delegate this Agreement or any portion thereof, or any monies due or that become due hereunder without the express written consent of each of the other then-Parties to this Agreement. Any assignment or delegation in violation of this Section shall be void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

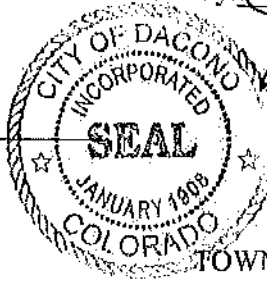
CITY OF DACONO, COLORADO

By: _____

Joe Baker, Mayor

ATTEST:

Valerie Taylor
Valerie Taylor, City Clerk



TOWN OF FIRESTONE, COLORADO

By: _____

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall
Leah Vanarsdall, Town Clerk

TOWN OF FREDERICK, COLORADO

By: _____

Tony Carey, Mayor

ATTEST:

Meghan C. Martinez, CMC
Meghan C. Martinez, CMC, Town Clerk

FREDERICK-FIRESTONE FIRE PROTECTION
DISTRICT

By: _____

Jeffrey Jurgena, President

ATTEST:

Christopher R. Vigil
Christopher R. Vigil, Secretary

TOWN OF FIRESTONE, COLORADO



Attest:

Leah Vanarsdall

Leah Vanarsdall
Town Clerk

Bobbi Sindelar

Bobbi Sindelar
Mayor

CITY OF DAcono, COLORADO

By: _____
Joe Baker, Mayor

ATTEST:

Valerie Taylor, City Clerk

TOWN OF FIRESTONE, COLORADO

By: _____
Bobbi Sindelar, Mayor

ATTEST:

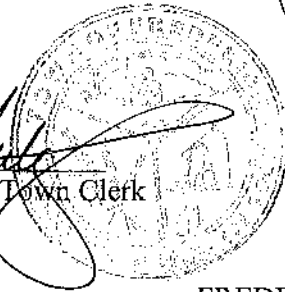
Leah Vanarsdall, Town Clerk

TOWN OF FREDERICK, COLORADO

By: _____
Tony Carey, Mayor

ATTEST:

Meghan C. Martinez, CMC, Town Clerk

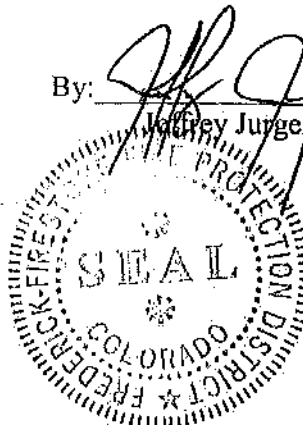


FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

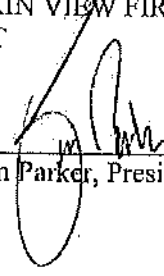
By: _____
Jeffrey Jurgens, President

ATTEST:

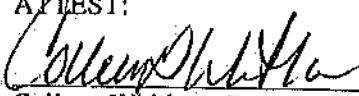
Christopher R. Vigil, Secretary



MOUNTAIN VIEW FIRE PROTECTION
DISTRICT

By: 
Tim Parker, President

ATTEST:


Colleen Whitlow, Secretary

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.b

Discussion/Action

Meeting Date: January 27, 2021

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Liquor License Authority Discussion

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 8.c

Discussion/Action

Meeting Date: January 27, 2021

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Rules of Order & Procedure Discussion

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	690.02
Total ABS CONCRETE INC:	10,000.00
Total ACC MOUNTAIN WEST:	103,369.04
Total ACE HARDWARE OF FIRESTONE:	156.57
Total ADAMSON POLICE PRODUCTS:	2,513.10
Total ADVANCED URGENT CARE & OCCUPATIONAL MED:	3,325.00
Total AIMS JUNIOR COLLEGE DISTRICT:	7.06
Total ALAN PLUMMER AND ASSOCIATES, INC:	59,373.63
Total ALBERTSONS/SAFEWAY, INC.:	46.85
Total AMAZON:	3,668.46
Total AMERICAN LEAK DETECTION, INC:	450.00
Total ANYTIME FITNESS:	702.50
Total APEX SHREDDING, INC.:	125.00
Total ASCEND PROJECT MGMT & STORMWATER SVC INC:	7,267.50
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total BAREFOOT RESIDENTIAL LLC:	4,163.10
Total BECKER SAFETY AND SUPPLY:	499.00
Total BINFORD SUPPLY LLC:	8,467.45
Total Black Hills Energy:	2,590.96
Total BOW WOW PET WASTE PRODUCTS:	409.95
Total BOWMAN CONSTRUCTION SUPPLY:	1,165.60
Total BROWNSTEIN HYATT FARBER SCHRECK:	60,000.00
Total BUDGET CONFERENCING:	250.46
Total CARBON VALLEY RECREATION DISTRICT-FURA:	351.72
Total CASELLE, INC.:	3,455.00
Total CENTRAL WELD COUNTY WATER DISTRICT:	22.03
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	44,694.05
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	205,800.00
Total CENTURY LINK:	550.31
Total CHASE'N'SMOKE BBQ LLC:	225.00
Total CINTAS FIRST AID & SAFETY:	433.63
Total CIRSA:	1,000.00
Total COLORADO CIVIL GROUP INC.:	37,808.00
Total COLORADO DEPT.OF PUBLIC HEALTH & ENVIRON:	1,053.00
Total Colorado Escrow & Title - Denver:	16.86
Total COMCAST - PD:	2,019.72
Total COMCAST-PHILADELPHIA:	295.21
Total COTTONWOOD HOLLOW COMMERCIAL METRO DISTR:	8,082.39
Total Cottonwood Hollow Residential Metro Dist:	7,749.88

Name	Total Paid
Total DANA KEPNER COMPANY, INC.:	40,015.46
Total DBC IRRIGATION SUPPLY:	38,814.94
Total DELTA DENTAL OF COLORADO, INC:	7,011.73
Total DESIGN CONCEPTS CLA, INC:	577.84
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	294.46
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	16,231.74
Total ENVIROTECH SERVICES, INC.:	4,097.35
Total Escrow Deposit Refunds:	6,308.75
Total FARM TO TRUCK LLC:	500.00
Total FASTENAL COMPANY:	196.13
Total FBI-LEEDA Inc:	50.00
Total FERGUSON WATERWORKS #1116:	266.81
Total FIDELITY NATIONAL TITLE-LONGMONT:	10.10
Total FIRST AMERICAN TITLE CO:	172.26
Total FIRSTBANK:	11,531.02
Total FRANSEN PITTMAN GENERAL CONTRACTORS:	206,353.00
Total FRED DIEHL CONSULTING:	3,300.00
Total FREDERICK-FIRESTONE FIRE-FURA:	1,313.36
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	1,762.50
Total FRONTIER BUSINESS PRODUCTS:	6.00
Total FRONTIER COMMUNICATIONS CORP (LEASE):	795.67
Total FRONTIER COMPUTER CORP.:	51,917.64
Total FUZION FIELD SERVICES LLC:	677.00
Total GOLF & SPORT SOLUTIONS:	867.16
Total GRAINGER:	192.50
Total GRAVES CONSULTING LLC:	1,875.00
Total GREEN GIRL RECYCLING SERVICES:	232.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	150.00
Total GROUND ENGINEERING CONSULTANTS, INC:	1,618.00
Total GROUND SOLUTIONS:	3,135.00
Total HACH COMPANY:	1,244.91
Total HALCYON DESIGN LLC:	7,434.25
Total HARDLINE EQUIPMENT LLC:	101.39
Total High Plains Library District - FURA:	293.23
Total HOME DEPOT CREDIT SERVICES:	1,269.65
Total IAP PRODUCTION INC:	597.21
Total ICMA RETIREMENT CORPORATION:	500.00
Total INTEGRATED WATER SERVICES, INC:	482,731.50
Total INTELLICHOICE INC:	1,024.85

Name	Total Paid
Total INTERSTATE FORD:	454.96
Total INTERWEST SAFETY SUPPLY, INC.:	6,379.29
Total KATHLEEN A. OATIS:	1,250.00
Total KB HOME COLORADO INC:	169.70
Total KENZ & LESLIE DISTRIBUTING CO.:	231.60
Total KG CLEAN, INC:	5,406.78
Total KIMBALL MIDWEST:	253.65
Total KING SOOPERS:	900.00
Total KINSCO, LLC:	250.17
Total L G EVERIST INC:	665.08
Total LAND TITLE-DENVER-2:	88.85
Total LAND TITLE-LONGMONT:	18.05
Total LAST CHANCE DITCH COMPANY:	546.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	29,023.39
Total LEADSONLINE LLC:	2,301.00
Total LENNAR COLORADO:	135.46
Total LEONARD RICE ENGINEERS, INC:	82,724.00
Total LIFE SAFETY TECHNOLOGIES LLC:	253.00
Total LITTLE THOMPSON WATER DISTRICT:	835.74
Total LIVE WIRES, LLC:	675.79
Total LONGMONT HUMANE SOCIETY:	1,116.00
Total LONGMONT TROPHY & ENGRAVING:	372.00
Total MAC EQUIPMENT INC LONGMONT:	53.07
Total MAIN STREET MAT COMPANY, INC:	373.16
Total MALLORY SAFETY AND SUPPLY, LLC:	403.74
Total MATCO TOOLS:	1,050.79
Total MCCANDLESS TRUCK CENTER, LLC:	112.02
Total MCCI, LLC:	50,872.00
Total MCDONALD FARMS ENTERPRISES, INC:	3,327.91
Total MCGEE COMPANY:	150.00
Total MCGRANE WATER ENGINEERING, LLC:	6,109.50
Total MCI:	54.32
Total MILE HIGH SHOOTING ACCESSORIES LLC:	589.46
Total MISC VENDOR:	579.88
Total MOUNTAIN STATES LIGHTING, LLC:	7,479.00
Total MUNICIPAL CODE CORPORATION:	5,561.08
Total MUTUAL OF OMAHA INSURANCE CO:	7,265.80
Total NACHO MAMAS TACOS:	500.00
Total NEIGHBORS POINT METRO DISTRICT:	257.93

Name	Total Paid
Total NEW IPT INC:	43,750.00
Total NORTHERN COLORADO CONSTRUCTORS, INC:	6,752.36
Total Northern Colorado Water Cons. Dist.-FURA:	91.16
Total NP125 Metropolitan District - FURA:	2,268.78
Total OFFICE DEPOT INC:	629.26
Total O'REILLY AUTO PARTS:	757.92
Total ORKIN PEST CONTROL, INC:	230.22
Total PAUL D. BASSO:	1,000.00
Total PITNEY GLOBAL FINANCIAL SERVICES LLC:	681.00
Total POCKET PRESS, LLC:	492.57
Total POO FREE PARKS:	899.91
Total PRAIRIE MOUNTAIN PUBLISHING:	102.32
Total PUREWATER DYNAMICS, INC:	371.18
Total QUICK-SET AUTO GLASS:	415.00
Total RADICAL SASQUATCH DUMPLING CO LLC:	.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	100.00
Total REDEMPTION ROAD COFFEE:	47.00
Total REDNECK TRAILER SUPPLY:	350.26
Total RHOMAR INDUSTRIES INC:	7,879.87
Total RICHMOND AMERICAN HOMES:	112.22
Total RIPTIDE CAR & PET WASH:	1,002.50
Total ROSA LUCAS:	75.00
Total RPS PLAN ADMINISTRATORS/24 HOUR FLEX:	720.00
Total RURAL DITCH COMPANY:	130.00
Total SAFE BUILT COLORADO INC:	71,398.36
Total SAFETY AND CONSTRUCTION SUPPLY INC:	1,654.71
Total SAFEWAY STORE:	900.00
Total SIMPLIFILE:	1,270.00
Total SPWRAP:	4,883.76
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	2,931.98
Total St. Vrain & Left Hand Water Conservancy:	9.99
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	1,312.55
Total St. Vrain Sanitation District - FURA:	42.76
Total STEVE BALCEROVICH:	1,250.00
Total SUNBELT RENTALS INC:	7,743.01
Total TEST GAUGE INC - CO:	807.93
Total THE TREE FARM:	312.44
Total THOMSON REUTERS-WEST:	320.83
Total TIMBERLAN, INC:	71,188.20

Name	Total Paid
Total TOMMY BOY MINI DONUTS LLC:	1,000.00
Total TRACTOR SUPPLY COMPANY:	84.98
Total TRANSWEST TRUCK TRAILER RV:	523.19
Total TRIGGER TIME GUN CLUB, LLC:	200.00
Total UME CUSTOM EMBROIDERY:	505.32
Total UNITED POWER:	13,054.97
Total UNITED STATES POSTAL SERVICE:	150.00
Total UNIVERSITY AUTO PARTS, INC:	787.33
Total VALLI INFORMATION SYSTEMS:	2,545.95
Total Verizon Connect NWF INC:	145.71
Total VERIZON WIRELESS:	12,453.05
Total VIA MOBILITY SERVICES:	2,760.00
Total VISION SERVICE PLAN - VSP:	1,165.47
Total WAGNER WELDING SUPPLY CO.:	25.20
Total WALMART:	11,400.00
Total WASTE CONNECTIONS OF COLORADO INC:	416.27
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	685.35
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	4,280.50
Total WELD COUNTY SCHOOL DIST RE-1 (FURA):	8.41
Total WENCK ASSOCIATES INC:	14,260.60
Total WESTERN PAPER DISTRIBUTORS INC:	228.91
Total WESTWATER RESEARCH, LLC:	10,000.00
Total WEX BANK:	6,636.47
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	79.99
Total WICKHAM TRACTOR CO, Inc:	33.18
Total WILLIAMSON & HAYASHI, LLC:	14,356.00
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	183.72
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,929.27
Grand Totals:	2,033,043.52

Hours/Units/Types Summary

PC	Title	Hours	Net Type	Amount	Info Type	Amount
1-00	Regular Pay	7,496.65	Direct Deposit Net	390,019.57	Informational	0.00
2-00	Overtime Pay	281.00	Net	132,499.06	Fringe Benefits	9.60
3-00	Paid Time Off & EIB	1,544.78	3rd Party Pay Net	11,720.20		
5-00	Call Outs	4.00				
7-00	Holiday, Holiday Worked	1,661.50				
8-10	PD Grant/Contracts	16.00				
8-00	Miscellaneous Pay	16.00				
8-21	NON WORK- COVID19	74.50				
8-22	EPSL-Emergency Pd Sick	164.00				
8-24	WORKING - COVID 19	0.00				
9-01	Comp Time Earned	200.95				
9-02	Comp Time Used	44.00				
Grand Totals:		<u>11,503.38</u>		<u>534,238.83</u>		<u>9.60</u>

Pay Code Totals - Employee

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
1-01	Regular Pay	445,120.09	8-20	Retro Pay (non-FPPA)	0.00	61-02	HSA7100	-5,102.66
1-03	Mayor/Trustee	2,150.00	8-21	NON WORK - COVID 19	1,657.60	61-10	FSA- Dependent Care	-953.32
1-04	Temporary	0.00	8-22	EPSL-Emergency Pd Sick Lv	5,596.99	61-11	FSA- Limited Purpose	-206.66
2-00	Overtime	13,444.48	8-23	EFML-Exp Fam Med Lv	0.00	61-12	FSA - Medical	-1,738.86
3-01	PTO	34,192.71	8-24	WORKING - COVID 19	4,525.62	62-00	Dental Insurance	-769.00
3-05	PTO Payout	5,123.09	9-02	Comp Time	1,691.05	63-00	Vision	-310.00
3-10	Contract PTO	0.00	19-00	3rd Party Pay	11,892.64	64-01	Voluntary/Ad Life	-912.70
4-00	EIB	0.00	21-00	Cell Phone Stipend	225.00	64-03	Child Life	-38.40
5-01	Call Outs	65.47	21-01	Stipend	129,775.00	64-04	Spouse Life	-296.90
5-02	PD Call Outs	80.32	30-04	Life Ins > 50k	9.60	64-99	Accident Insurance	-672.94
7-01	Holiday	33,235.61	40-00	401k - PERA	-356.12	70-01	Misc Deduction	0.00
7-02	Holiday Work SW	9,845.29	50-01	FPPA 457	-1,211.93	70-02	Child Support	-837.50
7-03	Holiday Work NSW	0.00	50-02	FPPA PD Pension	-21,539.66	70-03	Garnishment	-1,936.96
8-01	Misc Pay	-122.46	50-03	FPPA ROTH	-571.28	70-04	Equipment	-847.35
8-02	Retro Pay	0.00	51-01	PERA	-28,377.88	74-00	Soc Sec	0.00
8-04	Bereavement	0.00	51-02	PERA+457	-703.61	75-00	Medicare	-7,663.48
8-06	Snow Day	0.00	51-03	PERA Life	-77.50	76-00	FWT	-50,312.69
8-07	LTD Reimb	0.00	52-01	ICMA 401a	-250.00	77-00	SWT	-18,097.00
8-08	Pd Admin Leave	0.00	52-02	ICMA 457b-Pre	-896.20	79-00	3rd Party Medicare	-172.44
8-10	PD Grant	811.64	52-04	ICMA 457b-Post	-384.62	85-00	Net Pay - check	132,499.06
8-12	Jury Duty	0.00	60-00	Health Insurance	-17,888.31	86-00	Dir Deposit	390,019.57
8-13	Military Leave	0.00	61-01	HSA3550	-2,310.82	89-00	3rd Party Net	-11,720.20
8-16	Employee Bonus	0.00						

Pay Code Totals - Employer

PC	Title	Amount	PC	Title	Amount	PC	Title	Amount
50-02	FPPA - Polic	15,665.08	61-01	HSA3550	1,150.00	91-00	Long Term Disability	1,978.28
51-01	PERA	47,407.83	61-02	HSA7100	3,100.00	92-00	Short Term Disability	1,974.51
51-04	PERA AED/SAED	498.08	62-00	Dental Insurance	5,554.94	93-00	Police Pension	5,482.84
52-01	ICMA 401a	0.00	63-00	Vision Insurance	841.67	94-00	Basic Life & AD&D	1,369.03
52-02	ICMA 457b	115.44	74-00	Social Security	0.00	95-01	Employee Asst Plan	586.80
60-00	Health Insurance	78,417.18	75-00	Medicare	7,835.91	98-00	State Unemployment	1,665.78