



MEETING OF THE BOARD OF COUNTY COMMISSIONERS  
BOULDER COUNTY  
AGENDA

Tuesday, September 13, 2022, 10:30 a.m.

Third Floor Hearing Room

County Court House

1325 Pearl Street, Boulder

This agenda is subject to change. Please call ahead to confirm an item of interest (303-441-3500). In-person meetings are held in the Third Floor Hearing Room, County Courthouse, 1325 Pearl Street, Boulder. Public comments are taken at meetings designated as Public Hearings. Meetings and hearings on this agenda are open to the public.

For special assistance, contact our ADA Coordinator (303-441-3525) at least 72 hours in advance.

To view a two-week forecast agenda of the commissioners' schedule visit: <https://boco.org/Advance-Agenda>.

Due to technological delays during the hearing room remodel project and current COVID-19 restrictions, the County Commissioners' Office is still conducting most public hearings & meetings remotely. We apologize for any inconvenience this may cause. Virtual meetings are conducted using Zoom Webinar and are publicly accessible. Virtual Public Meeting and Hearing information can be found at <https://boco.org/Meeting-Portal>.

*The County Commissioners may have meetings with local, state and federal officials involved with response and recovery from the Marshall Fire at various times and in various locations, often with very short notice, in addition to the meetings included on this agenda.*

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Pages

1. **CALL TO ORDER**

The County Commissioners may have meetings with local, state and federal officials involved with response and recovery from the Marshall Fire at various times and in various locations, often with very short notice, in addition to the meetings included on this agenda.

BUSINESS MEETING (Zoom Webinar)

More information on virtual business meetings can be found in the Open Meeting Portal agenda packet at: <https://boco.org/Meeting-Portal>.

Attendee Link: <https://boco.org/Business-Meeting>

Call-in information: 1-833-568-8864, Webinar ID: 160 688 0609

2. **HOUSING AUTHORITY CONSENT ITEMS [COMMISSIONERS SIT AS THE BCHA BOARD]**

- 2.a. Boulder County Housing Authority: RFP 7352-22 Award Recommendation 5  
-- The evaluation committee recommends awarding **RFP #7352-22**, Willoughby Corner Phases 1A and 1B, to the following vendors:

- FirstBank – Lender
- Hudson Housing Capital LLC – Federal Equity Investor
- Monarch Private Capital – State Equity Investor

3. **COMMISSIONERS' CONSENT ITEMS [BCHA BOARD RECONVENES AS THE BOCC]**

- 3.a. Community Services Department: Worthy Cause Subordination Agreement with 2445 30th Street (Original award to Boulder Shelter for the Homeless) \$500,000 8  
-- This is a Worthy Cause Subordination Agreement that was awarded to **Boulder Shelter for the Homeless** in the amount of \$500,000 to be used for construction of permanent supportive housing units at 2445 30<sup>th</sup> Street in Boulder. Through a Collateral Assignment of Note and Deed of Trust, it was assigned to 2445 20<sup>th</sup> Street LLC. (\$500,000)

In order to secure a loan to complete the project, they have requested that we subordinate our lien position.

- 3.b. Parks & Open Space Department: Continuing Services Contract with JKS Industries, LLC (\$600,000 per year) 25  
-- **Continuing Service Contract with JKS Industries, LLC** for Mold, asbestos and lead paint abatement, and deconstruction/demolition services for structures located on Boulder County open space properties. The contract is renewable for four additional years (\$600,000 per year).

- 3.c. Parks & Open Space Department: Continuing Services Contract with Oak Environmental, LLC (NTE \$600,000/year) 27  
-- Continuing Services **Contract with Oak Environmental, LLC** for mold, asbestos and lead paint abatement, and deconstruction/demolition services for structures located on Boulder County open space properties (not to exceed \$600,000 per year)The contract is renewable for four additional years (NTE \$600,000/year).

- 3.d. Parks & Open Space Department: Continuing Services Contract with Risk Removal, LLC (NTE \$600,000/year) 29  
-- **Continuing Service Contract Risk Removal, LLC** for mold, asbestos, and lead paint abatement and deconstruction/demolition services for structures located on

Boulder County open space properties. The contract is renewable for four additional years (\$600,000.00 per year).

- 3.e. Parks & Open Space Department: Notice of Property Restrictions for the Plum Property 31  
-- **Plum Property**; on March 8, 2022, the Board of County Commissioners approved the purchase of a conservation easement interest in an approximately 3-acre property on the northwest edge of McCall Lake that the City of Longmont was acquiring. This document is needed to complete the transaction.
- 3.f. Parks & Open Space: Notice of Property Restrictions for Camp Tahosa Property 34  
-- On March 8, 2022, the Board of County Commissioners approved the purchase of a conservation easement over the 318-acre **Camp Tahosa** property at 173 County Road 96 for \$3,000,000. This document is needed to complete the transaction.
- 3.g. Parks & Open Space Department: Fairgrounds Manual Update 37  
-- Requesting approval of changes to the **Fairgrounds Manual** recommended at the public hearing on September 1, 2022.

#### 4. COMMISSIONERS' DISCUSSION ITEMS

- 4.a. Commissioners' Office: Cultural Council appointments 88
- 4.b. Community Planning & Permitting Department: Safer Streets & Roads For All (SS4A) Grant Application 89  
-- Boulder County staff, in conjunction with the City of Lafayette and the Town of Superior, have developed a joint application for the upcoming **Safe Streets and Roads for All (SS4A) grant** funding opportunity. Staff is seeking approval from the Boulder County Commissioners to submit this application for the Safe Streets and Roads for All grant funding opportunity on behalf of Boulder County, Lafayette, and Superior. If this application is awarded funding from the SS4A program, staff will return to the Board of County Commissioners for further action on proposed inter-agency agreements.
- 4.c. Offices of the County Administrator and Financial Management: Consideration of Use Tax Rebate for Survivors of a Federal Disaster 99  
-- **Boulder County has completed an analysis of a Use Tax Rebate Program** following the devastating Marshall Fire event of December 30, 2021, which impacted over 1000 residential properties within incorporated and unincorporated areas of the county.  
  
If approved, this \$3.85M effort would provide up to \$3,500 in tax rebate opportunity for owners seeking to rebuild on Marshall Fire or Cal-Wood Fire-impacted residential lots within three years of these events.
- 4.d. Office of Financial Management: Budget Amendment to correctly reflect 2022 insurance chargebacks per cost allocation plan (\$4,514,261) 104  
-- The Office of Financial Management is requesting a one-time 2022 budget amendment in the amount of \$4,514,261 in the General Fund (Fund 101) appropriation CO25 (General Administration – Countywide Benefits.) This

request is to correctly reflect 2022 expenditures associated with internal insurance chargebacks that should have been budgeted for FY2022 based on the cost allocation plan prepared for county departments and offices.

- 4.e. Office of Financial Management: Budget Amendment to correct error affecting Public Works administrative budget (\$234,482)  
-- The Office of Financial Management is requesting a one-time 2022 budget amendment in the amount of \$234,482 in the General Fund (Fund 101) appropriation PW11 (**Public Works**). This is a request to adjust the county's budget for Fund 101, Appropriation PW11 in order to correct a system-generated error that did not apply an accurate hourly budget for the Public Works administration division.

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**5. AUTHORIZATION FOR EXECUTIVE SESSION**

Authorization for the Board of County Commissioners to go into Executive Session for Legal Advice at 11 a.m. on Wednesday, September 14 with Ben Pearlman, County Attorney, pursuant to CRS 24-6-402(4)(b) Legal Advice.

**6. PARKS & OPEN SPACE EXECUTIVE SESSION (IF NEEDED)**

**7. BCHA EXECUTIVE SESSION (IF NEEDED)**

**8. SCHEDULING AND COMMUNICATIONS**

Please Note:

1.) The Parks & Open Space Real Estate Acquisitions public hearing scheduled for Tuesday, September 13 at 11:30 a.m. has been cancelled.

2.) The Public Hearing for Docket EP-22-0004: Scripper-Richard Parcel Reconfiguration scheduled for Tuesday, September 13 at 1:30 p.m. has been cancelled to review administratively.

**9. CONFIRMATION OF EXECUTIVE SESSION TOPICS**

The commissioners held an Executive Session on September 7 for Legal Advice for the following topics:

1.) Potential amendments to the County Fire Restriction Ordinance

2.) Community Planning and Permitting Docket SU-22-0003 (CEMEX Dowe Flats Mining and Reclamation Extension)





# Boulder County Purchasing

Downtown Courthouse • 1325 Pearl Street • Boulder, Colorado 80302 • 303.441.3525  
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • [www.bouldercounty.org](http://www.bouldercounty.org)

## RFP ANALYSIS AND RECOMMENDATION

Requesting Department: Boulder County Housing Authority  
RFP Title: **Willoughby Corner Phases 1A and 1B**  
RFP No.: 7352-22  
RFP Opening Date: July 8, 2022  
No. of Vendors Contacted: 172  
No. of Minority Owned, Women Owned,: 28  
Disadvantaged, Veteran Owned Vendors Contacted

This RFP has been posted in accordance with County Policy.

### **Evaluated by:**

Norrie Boyd, Executive Director, Boulder County Housing Authority  
Justin Lightfield, Housing Development Manager, Boulder County Housing Authority  
Molly Chiang, Senior Housing Developer, Boulder County Housing Authority  
Laura Clark, President, SB Clark Companies  
Erin O'Neill, Public Finance Consultant, SB Clark Companies  
Barrett Lucerno, Associate Consultant, SB Clark Companies

**Bid Responses:**

Advantage Capital, 7733 Forsyth Blvd, Ste 1400, St. Louis, MO 63105
Alliant Capital, LTD, 150 Washington Ave, Ste 201, Santa Fe, NM 87501
Barings, LLC, 340 Madison Ave, 18th Floor, New York, NY 10173
Boston Capital Finance, LLC, 11 Beacon St, Ste 325, Boston, MA 02108
Boston Financial Investment Management, 101 Arch St, Boston, MA 02110
Cabretta Capital Corporation, 2108 Drayton St, Savannah, GA 31401
Citibank, One Sansome St, 27th Floor, San Francisco, CA 94101
Enterprise Housing Credit Investments, 11000 Broken Land Pkwy, Columbia, MD 21044
FirstBank, 500 S McCaslin Blvd, Louisville, CO 80027
Glacier Bank, 816 Royal Gorge Blvd, Canon City, CO 81212
Hudson Housing Capital, LLC, 630 5th Ave, Ste 2850, New York, NY 10111
KeyBanc Capital Markets, Inc., 127 Public Square, Cleveland, OH 44114
Legacy Bank Trust, 3250 E Sunshine St, Springfield, MO 65804
ORIX Real Estate Capital Holdings, LLC, dba, Lument Capital, 3033 E 1st Ave, Ste 815, Denver, CO 80206
Monarch Private Capital, 3414 Peachtree Rd, Ste 825, Atlanta, GA 30326
RBC Community Investments, 6805 Carnegie Blvd, Ste 100, Charlotte, NC 28211
ReadyCap Holdings, LLC, dba, Red Stone Tax Exempt Funding, 350 W 5th Ave, Ste 4830, New York, NY 10118
Regions Affordable Housing, LLC, 111 Great Neck Rd, Ste 500, Great Neck, NY 11021
Rocky Mountain Community Reinvestment Corporation, 64 E Winchester St, Ste 330, Salt Lake City, UT 84107
RSEP MM, LLC, 1100 Superior Ave, Ste 1640, Cleveland, OH 44114
Sugar Creek Capital, 17 W Lockwood Ave, St. Louis, MO 63119
U.S. Bankcorp Community Development Corporation, 1307 Washington Ave, Ste 300, St. Louis, MO 63103

**Recommendation:**

The evaluation committee recommends awarding RFP #7352-22, Willoughby Corner Phases 1A and 1B, to the following vendors:

- FirstBank – Lender
- Hudson Housing Capital LLC – Federal Equity Investor
- Monarch Private Capital – State Equity Investor

FirstBank was selected as the lender for Willoughby Corner because they offered competitive interest rates on the construction and permanent loans, provided a 180 rate-lock, which will limit the risk of increasing interest rates in the next months until financial closing, and captured efficiencies by closing Phases 1A and 1B within a few months of one another.

Monarch was selected as the state equity investor. They offer pricing at \$0.75, the most competitive tax credit pricing with 1.0% interest. Monarch's percentage fit with what the federal equity investor was comfortable with.

Department \_\_\_\_\_ / Date \_\_\_\_\_

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Purchasing
Date

\_\_\_\_\_/\_\_\_\_\_  
Chair, Board of Commissioners      Date

\_\_\_\_\_/\_\_\_\_\_  
Clerk to the Board Date

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NON-PROCUREMENT DOCUMENTS ONLY  
ROUTE THROUGH DOCUSIGN – NOT ORACLE

## ROUTING COVER SHEET

<b>Document Details</b>	
<b>Document Type</b>	Other
<b>Parties</b>	
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Community Services Department
Division/Program	Strategic initiatives
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact – Name, email	Carlene Okiyama, cokiya@bouldercounty.org
Invoice Contact – Name, email	
<b>Other Party Contact Information</b>	
Name	2245 30 <sup>th</sup> Street LLC
Mailing Address	P.O. Box 47367, Boulder, CO 80308
Contact 1 – Name, title, email	Catherine Bean, catherine@elementproperties.com
Contact 2 – Name, title, email	
<b>Term</b>	
Start Date	9/1/2022
Expiration Date	
<b>Brief Description of Work/Services Provided</b>	
<p>This is a Worthy Cause Subordination Agreement that was awarded to Boulder Shelter for the Homeless in the amount \$500,000 to be used for construction of permanent supportive housing units at 2445 30<sup>th</sup> Street in Boulder. Through a Collateral Assignment of Note and Deed of Trust it was assigned to 2445 20<sup>th</sup> Street LLC.</p> <p>In order to secure a loan to complete the project, they have requested that we subordinate our lien position.</p>	
<b>Revenue Contract/Lease Details</b>	
Amount	\$500,000
Fixed Price or Not-to-Exceed?	Fixed Price
<b>Grant Details</b>	
Award # (if any)	
Signature Deadline	
Project/Program Name	Worthy Cause IV
Project/Program Start Date	6/22/2022
Project/Program End Date	6/21/2121
Capital or Operating?	Capital
<b>Grant Funding</b>	
Amount: Federal Funds	
Amount: State Funds	
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
<b>Total Project Budget</b>	
Account String	
<b>Federally Funded Grants</b>	

NON-PROCUREMENT DOCUMENTS ONLY  
ROUTE THROUGH DOCUSIGN – NOT ORACLE

Federal Program Name	
CFDA #	
<b>Subrecipients</b>	
Name(s)	
Services to be Provided	
Subaward Amount	
<b>Subcontractors</b>	
Name(s)	
Services to be Provided	
Subcontract Amount	
<b>File Net Contract Details</b> - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	
Start Date	
End Date	
Amount	
<b>Notes</b> Additional information not included above	

**DocuSign Approvals (Initials):** Drop **initial tags** for each of the required approvers below

\_\_\_\_\_ **Paralegal** [ONLY FOR: Revenue Contracts]

*ca*

Use email: [CAParalegalsDTC@bouldercounty.org](mailto:CAParalegalsDTC@bouldercounty.org)

\_\_\_\_\_ **County Attorney** [ONLY FOR: Revenue Contracts, Leases, Grant Documents]

Use email: [ca@bouldercounty.org](mailto:ca@bouldercounty.org)

\_\_\_\_\_ **Risk Management** [ONLY FOR: Leases]

Use email: [mtusinski@bouldercounty.org](mailto:mtusinski@bouldercounty.org)

\_\_\_\_\_ **Finance** [ONLY FOR: Leases, Grant Documents]

*RB*

Use email: [bmccarthy@bouldercounty.org](mailto:bmccarthy@bouldercounty.org)

\_\_\_\_\_ **EO/DH** [ONLY FOR: BOCC-Signed Documents]

Cecilia Lacey

681814646v3  
GT Draft 09/\_/22

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**SUBORDINATION AGREEMENT**

by and among

**2445 30TH STREET LLC,**

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION,**  
as Trustee,

and

**COUNTY OF BOULDER, COLORADO**

Dated as of September 1, 2022

Relating to:

\$[9,710,000]  
Colorado Housing and Finance Authority  
Multifamily Housing Revenue Bonds  
(Bluebird Boulder Apartments Project) Series 2022

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This instrument prepared by and  
when recorded return to:

Greenberg Traurig, LLP  
1717 Arch Street, Suite 400  
Philadelphia, Pennsylvania 19103  
Attention: Maura G. Solometo, Esquire

## SUBORDINATION AGREEMENT

This **SUBORDINATION AGREEMENT** dated as of September 1, 2022 (as amended, modified, supplemented or assigned from time to time, this “Agreement”) by and among **2445 30TH STREET LLC**, a limited liability company, duly organized and validly existing under the laws of the State of Colorado (together with its permitted successors and assigns, the “Borrower”), **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a national banking association duly organized and validly existing under the laws of the United States of America, as trustee (together with its permitted successors and assigns, the “Trustee” or the “Senior Lender”) and **COUNTY OF BOULDER, COLORADO**, a body corporate and politic (together with its permitted successors and assigns, the “Subordinate Lender”),

### W I T N E S S E T H:

**WHEREAS**, the Borrower is the owner in fee of certain property located in the City of Boulder, Boulder County, Colorado, more particularly described on Exhibit A attached hereto, on which the Borrower intends to construct certain improvements consisting of a 40-unit multifamily housing facility, together with related amenities (such property and the improvements described above are collectively referred to herein as the “Property”);

**WHEREAS**, the Property is being acquired and constructed, in part, with the proceeds of those certain \$[9,710,000] Multifamily Housing Revenue Bonds (Bluebird Boulder Apartments Project), Series 2022 (the “Bonds”), issued by Colorado Housing and Finance Authority (the “Issuer”), pursuant to an Indenture of Trust dated as of September 1, 2022, by and between the Issuer and the Trustee (as amended, modified or supplemented from time to time, the “Indenture”);

**WHEREAS**, the proceeds of the Bonds are being loaned to the Borrower pursuant to the terms of a Loan Agreement dated as of September 1, 2022, by and between the Issuer and the Borrower (as amended, modified or supplemented from time to time, the “Loan Agreement”);

**WHEREAS**, the Borrower’s obligations under the Loan Agreement are evidenced by a promissory note dated as of the date of issuance of the Bonds (as amended, modified or supplemented from time to time, the “Note”), and are secured by, among other things, a first-priority mortgage lien on the Property granted pursuant to a Deed of Trust, Assignment of Rents and Security Agreement dated as of the date hereof (as amended, modified or supplemented from time to time, the “Senior Mortgage”), and an Assignment of Leases, Rents and Other Income dated as of the date hereof (as amended, modified or supplemented from time to time, the “Senior Assignment” and together with the Senior Mortgage, the “Senior Mortgage Documents,” which, together with the Loan Agreement, the Note and all other agreements contemplated therein or evidencing or securing the Borrower’s obligations under the Loan Agreement are hereinafter collectively referred to as the “Senior Loan Documents” and the indebtedness evidenced and secured by the Senior Loan Documents is hereinafter collectively referred to as the “Senior Indebtedness”);

**WHEREAS**, Subordinate Lender is the beneficiary under that certain Collateral Assignment of Note and Deed of Trust executed by the Subordinate Lender and The Boulder Shelter for the Homeless, Inc. (“BSH”) dated August [ ], 2022, and recorded August 18, 2022, in the Office of the Clerk and Recorder of Boulder County, Colorado under Reception No. 03977427 (“Collateral Assignment”) which collaterally assigned BSH’s interest in: (i) that certain Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases executed August 1, 2022, and recorded [ ], 202[ ], in the Office of the Clerk and Recorder of Boulder County, Colorado under Reception No. [ ] (“Subordinate Mortgage”) and (ii) that certain Promissory Note dated

August 1, 2022, ("Subordinate Note") to secure the sum of \$500,000.00 ("Subordinate Indebtedness"), which Subordinate Mortgage encumbers the Property;

**WHEREAS**, the Collateral Assignment, Subordinate Mortgage, Subordinate Note, and all other agreements contemplated therein or evidencing or securing the Subordinate Indebtedness are hereinafter referred to as the "Subordinate Loan Documents"); and

**WHEREAS**, it is a requirement of the Senior Loan Documents that the Senior Mortgage Documents shall be and remain liens or charges upon the Property prior and superior to the lien or charge of the Subordinate Mortgage, that the Subordinate Indebtedness be subordinated in right of payment to the Senior Indebtedness and that the Subordinate Indebtedness be payable solely from cash available after payment of operating expenses of the Property and amounts due and owing in respect of the Senior Indebtedness.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual benefits accruing to the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged and intending to be legally bound hereby, it is hereby declared, understood and agreed by the parties as follows:

1. Subordination of Subordinate Mortgage. The Subordinate Lender declares, agrees and acknowledges that the Senior Mortgage Documents, and any renewals or extensions thereof, and any modifications thereof or substitutions therefor which do not increase the principal balance secured thereby (except increases by reason of protective advances or payment of the Senior Lender's costs) and all advances made pursuant to the Senior Mortgage Documents, all costs and expenses secured thereby and interest on the foregoing, shall unconditionally be and remain at all times liens or charges on the Property prior and superior to the lien or charge of the Subordinate Mortgage.

2. Subordination of Subordinate Indebtedness; Remitting Subordinate Loan Payments to Senior Lender; Reinstatement.

(a) The Subordinate Indebtedness is hereby subordinated in right of payment to any and all of the Senior Indebtedness and shall be payable only from and to the extent of revenues of the Property available after payment of all amounts then due and owing under the Senior Loan Documents and all current operating expenses of the Property. Notwithstanding the foregoing, unless and until the Senior Lender gives the Subordinate Lender notice of the occurrence of a default under the Senior Loan Documents, the Subordinate Lender may receive and accept payments on account of principal and interest payable under the Subordinate Note to the extent of cash flow of the Borrower available after payment of current operating expenses of the Property and amounts then due and owing under the Senior Loan Documents.

(b) If the Subordinate Lender shall receive any payments or other rights in any property of the Borrower after the Senior Lender has given the Subordinate Lender notice of a default under the Senior Loan Documents, such payment or property shall be received by the Subordinate Lender in trust for the Senior Lender and shall immediately be delivered and transferred to the Senior Lender.

(c) If at any time payment of all or any part of the Senior Indebtedness is rescinded or must otherwise be restored or returned by the Senior Lender in connection with any bankruptcy, reorganization, arrangement, insolvency, liquidation or similar proceedings (a "Proceeding") in respect of the Borrower or the Managing Member, and the Subordinate Lender has received payment of all or any part of the Subordinate Indebtedness, the Subordinate Lender shall forthwith turn over the same to, and



for the account of, the Senior Lender, until the Senior Lender has received indefeasible payment in full of any such payments on the Senior Indebtedness that have been so rescinded, restored or returned.

3. Exercise of Remedies.

(a) The Subordinate Lender declares, agrees, and acknowledges that it will not, without the prior written consent of the Senior Lender: (i) sue the Borrower under any of the Subordinate Loan Documents; (ii) accelerate or accept a prepayment in full of the Subordinate Indebtedness; (iii) commence any action to foreclose or exercise any power of sale under the Subordinate Mortgage; (iv) accept a deed or assignment in lieu of foreclosure for the Property or any part or portion thereof; (v) seek or obtain a receiver for the Property or any part or portion thereof; (vi) take possession or control of the Property, or collect or accept any rents from the Property; (vii) take any action that would terminate any leases or other rights held by or granted to or by third parties with respect to the Property; (viii) initiate or join any other creditor in commencing any Proceeding with respect to the Borrower; (ix) incur any obligation to the Borrower other than as provided in the Subordinate Loan Agreement, (x) exercise any other remedies under the Subordinate Loan Documents; or (xi) take any other enforcement action against the Property or any part or portion thereof.

(b) The Subordinate Lender agrees that the Senior Lender shall have, as determined in accordance with and subject to the terms of the Senior Loan Documents, upon the occurrence of an Event of Default under and as defined in the Senior Loan Documents, the right to (i) accelerate the Senior Indebtedness; (ii) commence any action to foreclose or exercise any power of sale under the Senior Mortgage; (iii) accept a deed or assignment in lieu of foreclosure for the Property or any part or portion thereof; (iv) seek or obtain a receiver for the Property or any part or portion thereof; (v) take possession or control of the Property, and collect and accept rents from the Property; (vi) sue the Borrower under any of the Senior Loan Documents; (vii) exercise any rights of set-off or recoupment that the Senior Lender may have against the Borrower; or (viii) take any other enforcement action against the Property or any part or portion thereof, all without any responsibility or liability to the Subordinate Lender with respect to the Property, except that Senior Lender must provide prior written notice to Subordinate Lender of Senior Lender's intent to exercise any of the foregoing rights.

(c) The Subordinate Lender agrees that the Senior Lender shall have absolute power and discretion, without notice to the Subordinate Lender, to deal in any manner with the Senior Indebtedness, including interest, costs and expenses payable by the Borrower to the Senior Lender, and any security and guaranties therefor, including, but not by way of limitation, release, surrender, extension, renewal, acceleration, compromise or substitution; provided that the Senior Lender shall not increase the principal amount of the indebtedness to which the Subordinate Loan Documents are subordinate (other than increases resulting from protective advances or payment of the Senior Lender's costs) without the prior written consent of the Subordinate Lender, which consent shall not be unreasonably withheld or delayed.

(d) The Subordinate Lender further agrees that if at any time the Subordinate Lender should commence any foreclosure proceeding, or commence any action to execute on any lien obtained by way of attachment or otherwise on the Property, or otherwise take any action prohibited under Section 3(a) hereof, the Senior Lender shall (unless the Senior Lender has consented to such action or remedy) be entitled to have the same vacated, dissolved and set aside by such proceedings at law or otherwise as the Senior Lender may deem proper, and this Agreement shall be and constitute full and sufficient grounds therefor and shall entitle the Senior Lender to become a party to any proceedings at law or otherwise in or by which the Senior Lender may deem it proper to protect its interests hereunder.

(e) No act, omission, breach or other event under this Agreement shall defeat, invalidate or impair in any respect the absolute, unconditional and irrevocable subordination of the Subordinate Loan Documents to the Senior Loan Documents as provided in this Agreement.

4. No Marshaling of Assets. The Subordinate Lender specifically waives and renounces any right which it may have under any applicable statutes, whether at law or in equity, to require the Senior Lender to marshal collateral or to otherwise seek satisfaction from any particular assets or properties of the Borrower or from any third party.

5. Bankruptcy Matters.

(a) The subordination provided for in this Agreement shall apply, notwithstanding the availability of other collateral to the Senior Lender or the actual date and time of execution, delivery, recordation, filing or perfection of the Senior Mortgage Documents or the Subordinate Mortgage and, insofar as the Subordinate Lender is concerned, notwithstanding the fact that the Senior Indebtedness or any claim for the Senior Indebtedness may be subordinated, avoided or disallowed, in whole or in part, as against the Borrower under the Bankruptcy Code or other applicable federal or state law. In the event of any Proceeding, the Senior Indebtedness shall include all interest and fees accrued on the Senior Indebtedness, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of such Proceeding, even if the claim for such interest and/or fees is not allowed as against the Borrower pursuant to applicable law.

(b) Without the prior written consent of the Senior Lender, the Subordinate Lender shall not, and the Subordinate Lender waives any and all right to: (i) request adequate protection (as that term is defined in the Bankruptcy Code) (and in the event any such adequate protection is awarded to the Subordinate Lender, the Subordinate Lender hereby assigns any adequate protection in the form of cash to the Senior Lender and any adequate protection in the form of a lien on or security interest in the Property or any other Collateral is hereby subordinated to all of the Senior Lender's rights, liens or security interests in or to the Property and such other Collateral), (ii) file or support any motion for dismissal or relief from the automatic stay (as defined in the Bankruptcy Code), (iii) request any post-petition interest, (iv) request any sale of the Borrower's assets, or (v) file, propose, support, accept or reject any plan of reorganization of the Borrower. The Subordinate Lender further agrees that, with respect to any Proceeding: (1) it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action in any Proceeding by or against the Borrower or the Managing Member without the prior written consent of the Senior Lender; (2) the Senior Lender may vote in any such Proceeding any and all claims of the Subordinate Lender against the Borrower or the Managing Member, and the Subordinate Lender hereby appoints the Senior Lender as its agent, and grants to the Senior Lender an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the Subordinate Lender in connection with any case by or against the Borrower or the Managing Member in any Proceeding, including, without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code; and (3) the Subordinate Lender shall not challenge the validity or amount of any claim submitted in such Proceeding by the Senior Lender in good faith or any valuations of the Property or any other Collateral, or any portion of the foregoing, or other Senior Indebtedness collateral submitted by the Senior Lender in good faith, in such Proceeding or take any other action in such Proceeding, which is adverse to the Senior Lender's enforcement of its claim or receipt of adequate protection (as that term is defined in the Bankruptcy Code).

(c) The Subordinate Lender agrees that the Senior Lender does not owe any fiduciary duty to the Subordinate Lender in connection with the administration of the Senior Indebtedness

and the Senior Loan Documents and the Subordinate Lender agrees not to assert any such claim. The Subordinate Lender acknowledges that the Senior Lender shall have the sole discretion to exercise or not exercise the rights set forth in this Agreement from time to time; and that such rights may be exercised solely in the interest of the Senior Lender and without regard to the interest of the Subordinate Lender in any action or proceeding, including in connection with any Proceeding.

6. Payment Set Aside. To the extent any payment under any of the Senior Loan Documents (whether by or on behalf of the Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

7. Casualty and Condemnation Proceeds. The Subordinate Lender shall have no right to participate in the adjustment of the proceeds of insurance payable as the result of any casualty to the Improvements, or to participate in any manner whatsoever in activities relating to restoration or reconstruction of the Improvements, and the Senior Lender shall have the exclusive right to receive, administer and apply all such proceeds as set forth in the Senior Loan Documents. In the event the Senior Lender shall release, for the purposes of restoration of all or any part of the Property, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or its right, title and interest in and to any awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, the Subordinate Lender shall simultaneously release for such purpose all of the Subordinate Lender's right, title and interest, if any, in and to all such insurance proceeds, awards or compensation. The Subordinate Lender agrees that the balance of such proceeds remaining after such restoration, or all of such proceeds in the event such proceeds are not released for any such restoration pursuant to the Senior Loan Documents, shall be applied to the payment of amounts due under the Senior Loan Documents until all such amounts have been indefeasibly paid in full, prior to being applied to the payment of any amounts due under the Subordinate Loan Documents. If the Senior Lender holds such proceeds, awards or compensation and/or monitors the disbursement thereof, the Subordinate Lender agrees that the Senior Lender shall also hold and monitor the disbursement of such proceeds, awards and compensation to which the Subordinate Lender is or may be entitled. Nothing contained in this Agreement shall be deemed to require the Senior Lender, in any way whatsoever, to act for or on behalf of the Subordinate Lender or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of the Subordinate Lender.

8. Indemnification and Subrogation. If the Subordinate Lender or any affiliate shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to the Senior Mortgage Documents and the other Senior Loan Documents as provided herein, and the Subordinate Lender or such affiliate hereby waives, until all amounts owed under the Senior Loan Documents have been indefeasibly paid in full, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise.

9. Subordination Effective. This Agreement, the subordination effected hereby, and the respective rights and priorities of the parties hereto in and to the Property, shall be effective as stated herein, notwithstanding any modification or amendment of any Senior Loan Document (other than any modification or amendment of any Senior Loan Document that increases the amount of indebtedness to which the Subordinate Indebtedness is subordinate for reasons other than protective advances or costs of the Senior Lender), or the obtaining by the Senior Lender or the Subordinate Lender of any additional document confirming, perfecting or otherwise affecting the Senior Loan Documents, or the Subordinate Loan Documents, as the case may be.

10. Amendments of Subordinate Loan Documents and Senior Loan Documents. The Borrower and the Subordinate Lender agree that they will not enter into any amendment, modification or supplement to any of the Subordinate Loan Documents without the express prior written consent of the Senior Lender (which consent shall not be unreasonably withheld). No consent of the Subordinate Lender shall be required for any amendment, modification or supplement to any of the Senior Loan Documents, provided that no amendment, modification or supplement to any of the Senior Loan Documents shall increase the amount of indebtedness to which the Subordinate Loan Documents are subordinate other than increases resulting from protective advances or costs of the Senior Lender.

11. Notice of Defaults. The Subordinate Lender hereby agrees to give notice to the Senior Lender of any default (or event that, with the giving of notice or passage of time, or both, would constitute a default) under the Subordinate Loan Documents.

12. Cross Default. The Borrower and the Subordinate Lender agree that a default under the Subordinate Loan Documents or the Subordinate Lender's default hereunder shall, at the election of the Senior Lender, constitute a default under the Senior Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other default under the Senior Loan Documents. If the Subordinate Lender notifies the Senior Lender in writing that any default under the Subordinate Loan Documents has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that the Senior Lender has not conducted a foreclosure or exercised its rights with respect to the power of sale of the Property pursuant to its rights under the Senior Loan Documents, any default under the Senior Loan Documents arising solely from such default under the Subordinate Loan Documents shall be deemed cured, and the Senior Indebtedness shall be reinstated.

13. Further Assurances. The parties hereto shall cooperate fully with each other in order to carry out promptly and fully the terms and provisions of this Agreement. Each party hereto shall from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

14. No Waiver. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

15. Equitable Remedies. Each party hereto acknowledges that, to the extent that no adequate remedy at law exists for breach of its obligations under this Agreement, in the event any party fails to comply with its obligations hereunder, the aggrieved party shall have the right to obtain specific performance of the obligations of such defaulting party, injunctive relief, or such other equitable relief as may be available, other than consequential or punitive damages.

16. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed to be given when received by the party to whom it is addressed. Notwithstanding the foregoing, if any such notice is not received or cannot be delivered due to a change in the address of the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such notice shall be deemed received on the date delivery is attempted. Notices shall be in writing and sent by certified U.S. mail, hand delivery, or by special courier (in each case, return receipt requested). Notices to any other party hereto shall be sent to the parties at the following addresses or such other address or addresses as shall be designated by such party in a written notice to the other parties:

If to the Trustee:

Zions Bancorporation, National Association, as trustee  
1001 17<sup>th</sup> Street, Suite 850  
Denver, Colorado 80202  
Attention: Vladimir Muñoz and Todd Freier

If to the Subordinate Lender:

Boulder County Community Services  
P.O. Box 471  
Boulder, Colorado 80306  
Attention: Worthy Cause

With a copy to:

Jeremy P. Syz, Esq.  
Holland & Hart LLP  
1800 Broadway, Suite 300  
Boulder, Colorado 80302  
Email: jpsyz@hollandhart.com

If to the Borrower:

2445 30th Street LLC  
c/o Element Properties  
PO Box 17367  
Boulder, Colorado 80308  
Attention: Catherine Bean

With a copy to:

Winthrop & Weinstine, P.A.  
225 South 6th Street  
Minneapolis, MN 55402  
Attention: Jon Peterson, Esq.

Each notice shall be effective the day delivered if personally delivered, the next Business Day if sent by overnight courier or three (3) days after being deposited in the United States mail as aforesaid. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given shall be deemed to be receipt of the notice sent. Each of the parties hereto shall have the right from time to time and at any time during the term of this Agreement to change its respective address and the right to specify as its address any other address within the United States of America.

17. No Third Party Beneficiaries. No person or entity other than the parties hereto and their respective successors and assigns shall have any rights under this Agreement. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall constitute original signatures for all purposes under this Agreement.

18. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and

the same instrument. To the fullest extent permitted by applicable law, facsimile or electronic transmitted signatures shall constitute original signatures for all purposes under this Agreement.

19. Amendment, Supplement, Modification, Waiver and Termination. No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against a party against whom the enforcement of such amendment, supplement, modification, waiver or termination would be asserted, unless such amendment, supplement, modification, waiver or termination was made in a writing signed by such party. All amendments shall be made in accordance with any applicable provisions of Article VIII of the Indenture. This Agreement shall terminate upon the indefeasible payment in full of the Senior Indebtedness and the release of the Senior Mortgage as a lien on the Property.

20. Severability. In case any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and other application thereof, shall not in any way be affected or impaired thereby.

21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado, without giving effect to its conflict of laws principles.

22. Captions. Captions and headings in this Agreement are for convenience of reference only and shall not define, expand or limit the provisions hereof.

23. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

24. Integration. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, relating thereto.

25. No Modification. This Agreement shall not be deemed or interpreted so as to expand or otherwise modify the rights and remedies of the Senior Lender under the Senior Loan Documents or the Subordinate Lender under the Subordinate Loan Documents with respect to the Borrower, or to diminish or change the obligations of, the Borrower under any of the foregoing.

26. Definitions. Capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Indenture.

27. Governmental Immunity. Subordinate Lender is entitled to immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and nothing in this Agreement shall be construed in any way to be a waiver of such immunity protection.

[The remainder of this page is left intentionally blank.]

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

**2445 30TH STREET LLC**, a Colorado limited liability company

By: 2445 30th Street MM LLC, a Colorado limited liability company, its Managing Member

By: \_\_\_\_\_  
Name: Catherine Bean  
Title: Manager

**ACKNOWLEDGMENT**

STATE OF COLORADO )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, \_\_\_\_\_, personally appeared Catherine Bean, known to me or proven on the basis of satisfactory evidence to be the Manager of 2445 30th Street MM LLC, the Managing Member of 2445 30th Street LLC, the within named Borrower, and that she being authorized to do so, executed the foregoing Subordination Agreement for the purposes therein contained by signing the name of the Borrower by herself as such officer.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)





**COUNTY OF BOULDER, COLORADO**, a public  
body corporate and politic

By: \_\_\_\_\_

Name:

Title:

**ACKNOWLEDGMENT**

STATE OF COLORADO )

)

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_, \_\_\_\_\_ of County of Boulder, Colorado,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose  
name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity, and that by his or her signature on the instrument County of Boulder,  
Colorado executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

24693467v3

**Certificate Of Completion**

Envelope Id: C7CD4BB050964D22BC4E5549BB4EBE93

Status: Sent

Subject: Worthy Cause Subordination Agreement\_2445 30th Street LLC/Boulder Shelter for the Homeless, \$500,000

Type of Document:

Other

Department/Office: Community Services

Source Envelope:

Document Pages: 15

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 2

Carlene Okiyama

AutoNav: Enabled

2025 14th St

Envelopeld Stamping: Enabled

Boulder, CO 80302

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

cokiyama@bouldercounty.org

IP Address: 73.153.128.159

**Record Tracking**

Status: Original

Holder: Carlene Okiyama

Location: DocuSign

9/8/2022 7:10:22 AM

cokiyama@bouldercounty.org

**Signer Events****Signature****Timestamp**

County Attorney

ca@bouldercounty.org

County Attorney

Boulder County

Security Level: Email, Account Authentication  
(None)

Sent: 9/8/2022 7:33:45 AM

Viewed: 9/9/2022 12:04:46 PM

Signed: 9/9/2022 12:04:52 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 73.229.136.192**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Robin Bohannon

rbohannon@bouldercounty.org

Director of Community Services

Boulder County

Security Level: Email, Account Authentication  
(None)

Sent: 9/9/2022 12:04:54 PM

Viewed: 9/9/2022 12:15:17 PM

Signed: 9/9/2022 12:15:23 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 24.9.79.86**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Cecilia Lacey

clacey@bouldercounty.org

Clerk to the Board

Boulder County

Security Level: Email, Account Authentication  
(None)

Sent: 9/9/2022 12:15:25 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/8/2022 7:33:46 AM
Payment Events	Status	Timestamps

## Continuing Services Contract

DETAILS SUMMARY	
<b>Document Type</b>	New Contract
OFS Number-Version	302208
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Parks & Open Space
Division/Program	Recreation & Facilities/Design
Mailing Address	Boulder County Parks & Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503
Contract Contact – Name, email	Rosa Brohm <a href="mailto:rbrohm@bouldercounty.org">rbrohm@bouldercounty.org</a>
Invoice Contact – Name, email	<a href="mailto:pospayables@bouldercounty.org">pospayables@bouldercounty.org</a>
<b>Contractor Contact Information</b>	
Contractor Name	JKS Industries, LLC
Contractor Mailing Address	5200 DTC Parkway, Suite 200 Greenwood Village, CO 80111
Contact 1- Name, title, email	Albert C. Gonzales, CEO/Contract Administrator <a href="mailto:acgonzales@jksindustries.net">acgonzales@jksindustries.net</a>
Contact 2- Name, title, email	Susan Johnson, Contracts Administrator <a href="mailto:sjohnson@gcs-usa.com">sjohnson@gcs-usa.com</a>
<b>Contract Term</b>	
Start Date	8/12/2022
Expiration Date	12/31/2022
Final End Date	12/31/2026
<b>Contract Amount</b>	
Contract Amount	\$600,000.00
<b>NOTE:</b> The Contract Amount is a not-to-exceed amount for the Contract Term. The cost of services shall be established on a project-by-project basis consistent with the terms of this Contract.	
<b>Brief Description of Work</b>	
Mold, asbestos and lead paint abatement, and deconstruction/demolition services for structures located on Boulder County open space properties.	
<b>NOTE: Work shall be assigned on a project-by-project basis according to the terms of this Contract.</b>	
<b>Contract Documents</b>	
<ul style="list-style-type: none"> <li>a. Formal Procurement SOQ No. 7340-22 Bid Variable (the "Bid Documents")</li> <li>b. Addendum #1 to SOQ # 7340-22</li> <li>c. Contractor's proposal in response to the Bid Documents (the "Proposal")</li> </ul>	

<b>Purchasing Details – County Internal Use Only</b>	
Grant funded?	NO
SOQ Number	7340-22
Award Date	7/5/2022
If no SOQ No., bid process used	Bid number provided above
COVID-19	NO
Project #	N/A
Purchasing Notes (optional)	N/A
<b>Contract Notes</b>	
<i>Additional information not included above</i>	

## Continuing Services Contract

DETAILS SUMMARY	
<b>Document Type</b>	New Contract
OFS Number-Version	302207
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Parks & Open Space
Division/Program	Recreation & Facilities/Design
Mailing Address	Boulder County Parks & Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503
Contract Contact – Name, email	Rosa Brohm <a href="mailto:rbrohm@bouldercounty.org">rbrohm@bouldercounty.org</a>
Invoice Contact – Name, email	<a href="mailto:pospayables@bouldercounty.org">pospayables@bouldercounty.org</a>
<b>Contractor Contact Information</b>	
Contractor Name	Oak Environmental, LLC
Contractor Mailing Address	5351 East 78 <sup>th</sup> Avenue Commerce City, CO 80022
Contact 1- Name, title, email	Allen Gallogly, President <a href="mailto:agallogly@oakenvironmental.net">agallogly@oakenvironmental.net</a>
Contact 2- Name, title, email	N/A
<b>Contract Term</b>	
Start Date	8/12/2022
Expiration Date	12/31/2022
Final End Date	12/31/2026
<b>Contract Amount</b>	
Contract Amount	\$600,000.00
<b>NOTE:</b> The Contract Amount is a not-to-exceed amount for the Contract Term. The cost of services shall be established on a project-by-project basis consistent with the terms of this Contract.	
<b>Brief Description of Work</b>	
SOQ # 7340-22; Mold, asbestos and lead paint abatement, and deconstruction/demolition services for structures located on Boulder County open space properties.	
<b>NOTE: Work shall be assigned on a project-by-project basis according to the terms of this Contract.</b>	
<b>Contract Documents</b>	
<ul style="list-style-type: none"> <li>a. Formal Procurement SOQ No. 7340-22 Bid Variable (the "Bid Documents")</li> <li>b. Addendum #1 to SOQ # 7340-22</li> <li>c. Contractor's proposal in response to the Bid Documents (the "Proposal")</li> </ul>	

<b>Purchasing Details – County Internal Use Only</b>	
Grant funded?	NO
SOQ Number	7340-22
Award Date	7/5/2022
If no SOQ No., bid process used	Bid number provided above
COVID-19	NO
Project #	N/A
Purchasing Notes (optional)	N/A
<b>Contract Notes</b>	
<i>Additional information not included above</i>	



## Continuing Services Contract

DETAILS SUMMARY	
<b>Document Type</b>	New Contract
OFS Number-Version	302212
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Parks & Open Space
Division/Program	Recreation & Facilities/Design
Mailing Address	Boulder County Parks & Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503
Contract Contact – Name, email	Rosa Brohm <a href="mailto:rbrohm@bouldercounty.org">rbrohm@bouldercounty.org</a>
Invoice Contact – Name, email	<a href="mailto:pospayables@bouldercounty.org">pospayables@bouldercounty.org</a>
<b>Contractor Contact Information</b>	
Contractor Name	Risk Removal Holdings, LLC
Contractor Mailing Address	6250 Iron Forge Road Timnath, CO 80547
Contact 1- Name, title, email	Diana Morrow, CPO/COO <a href="mailto:dianamorrow@riskremoval.com">dianamorrow@riskremoval.com</a>
Contact 2- Name, title, email	Brian Bentley, President <a href="mailto:brianb@riskremoval.com">brianb@riskremoval.com</a>
<b>Contract Term</b>	
Start Date	8/12/2022
Expiration Date	12/31/2022
Final End Date	12/31/2026
<b>Contract Amount</b>	
Contract Amount	\$600,000.00
<b>NOTE:</b> The Contract Amount is a not-to-exceed amount for the Contract Term. The cost of services shall be established on a project-by-project basis consistent with the terms of this Contract.	
<b>Brief Description of Work</b>	
Mold, asbestos and lead paint abatement, and deconstruction/demolition services for structures located on Boulder County open space properties.	
<b>NOTE: Work shall be assigned on a project-by-project basis according to the terms of this Contract.</b>	
<b>Contract Documents</b>	
a. Formal Procurement SOQ No. 7340-22 Bid Variable (the "Bid Documents") b. Contractor's proposal in response to the Bid Documents (the "Proposal") d. Fee Schedule, attached as Exhibit A (the "Fee Schedule")	
<b>Purchasing Details – County Internal Use Only</b>	
Grant funded?	NO
SOQ Number	7340-22

Award Date	7/5/2022
If no SOQ No., bid process used	Bid number provided above
COVID-19	NO
Project #	N/A
Purchasing Notes (optional)	N/A
<b>Contract Notes</b>	
<i>Additional information not included above</i>	

## **NOTICE OF PROPERTY RESTRICTIONS FOR THE PLUM PROPERTY**

The **County of Boulder**, a body corporate and politic, owns an interest in the real property, described in Exhibit A, attached hereto and by this reference incorporated herein (the “Property”). The County’s interest in the Property was acquired by a Deed of Conservation Easement in Gross dated April 19, 2022, and recorded in the Boulder County Clerk and Recorder's Office at Reception Number 03958413. The County’s interest in the Property was purchased with money acquired from a sales and use tax for acquisition of Open Space Land, approved by the voters of Boulder County. Pursuant to Resolution No. 93-174, as amended by Resolution No. 99-111, Resolution No. 2000-13, Resolution No. 2004-86, Resolution No. 2007-80, Resolution No. 2010-93, and Resolution No. 2016-77 of the Board of County Commissioners of Boulder County (“Resolutions”), which authorized the submission of the open space sales and use tax to the electors of Boulder County, the County is required to use the County’s interest in the Property solely for passive recreational purposes, for agricultural purposes, or for environmental preservation purposes, as described in the Resolutions. The Resolutions also restrict the use of the County’s interest in the Property as follows:

No open space land acquired through the revenues provided by this sales and use tax may be sold, leased, traded, or otherwise conveyed, nor may any exclusive license or permit on such open space land be given, until approval of such disposal by the Board of County Commissioners. Prior to such disposal, the proposal shall be reviewed by the Parks & Open Space Advisory Committee, and a recommendation shall be forwarded to the Board of County Commissioners. Approval of the disposal may be given only by a majority vote of the members of the Board of County Commissioners after a public hearing held with notice published at least ten (10) days in advance in the official newspaper of the County and of each city and incorporated town within the County, giving the location of the land in question and the intended disposal thereof. No such open space land shall be disposed of until sixty (60) days following the date of Board of County Commissioners' approval of such disposal. If, within such sixty (60) day period, a petition meeting the requirements of § 29-2-104, C.R.S., as amended, or its successor statute, is filed with the County Clerk, requesting that such disposal be submitted to a vote of the electors, such disposal shall not become effective until a referendum held in accordance with said statute has been held. The provisions of this paragraph shall not apply to agricultural leases for crop or grazing purposes for a term of ten (10) years or less.

If the real property or any interest therein acquired by use of proceeds of said sales and use tax pursuant to the above paragraph of this resolution be ever sold, exchanged, transferred or otherwise disposed of, the consideration for such sale, exchange, transfer or disposition shall be subject to the same expenditure and use restrictions as those set forth herein for the original proceeds of said sales and use tax, including restrictions set forth in this paragraph; and if such

consideration is by its nature incapable of being subject, then the proposed sale, exchange, transfer or disposition shall be unlawful and shall not be made.

COUNTY OF BOULDER,  
a body corporate and politic

By: \_\_\_\_\_  
Marta Loachamin, Chair

State of Colorado  
County of Boulder

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022  
by Marta Loachamin, Chair, of the Board of County Commissioners of Boulder County,  
Colorado.

\_\_\_\_\_  
(Notary official signature)

NOTARY  
SEAL

\_\_\_\_\_  
(Commission expiration)

## **EXHIBIT A**

### Legal Description

A Tract of Land located in the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 3 North, Range 70 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Northeast Corner of said land, Thence Westerly along the County Road to the County Road running Southeasterly, Thence along Last Mentioned County Road to a Point Whence the High Water Contour Bears North 43°0' East 0.9 Chains, Thence Northeasterly along the Right of Way of Longmont Reservoir (or McCall Lake) to the East Boundary of said Section 22, Thence North along the East Line of said Section to the Point of Beginning, County of Boulder, State of Colorado.

Said Tract Also Known As:

Commencing at the Northeast Corner of the Southeast 1/4 of the Southeast 1/4 of Section 22, Thence along the East Line of said Section 22 South 00°31'16" East 103.91 feet to the South Right of Way Line of State Highway 66 as described in Book 1141 at Page 410, Whence the Southeast Corner of said Section 22 Bears South 00°31' 16" 1225.02 feet; Thence along said South Right of Way Line South 79°48'16" West (Recorded South 79°33" West) 22.40 feet; Thence South 83°46'14" East (Recorded South 84°01'30" East) 5.92 feet to the Existing High Water Line of McCall Lake and the True Point of Beginning;

Thence along said High Water Line South 56°31'53" West 108.34 feet;  
Thence South 38°45'01" West 96.85 feet;  
Thence South 19°09'54" West 190.59 feet;  
Thence South 74°06'18" West 132.58 feet;  
Thence Leaving the Said High Water Line South 74°06'18" West 75.55 feet to the Centerline of an existing County Road;

Thence along said existing Road North 14°14'34" West 105.97 feet;  
Thence North 18°11'44" West 257.19 feet to the South Right of Way Line of State Highway No. 66 as recorded in Book 1143 at Page 561;  
Thence along said South Right of Way Line as follows: North 89°45'16" East (Recorded in said record North 89°30' east) 6.12 feet,  
Thence North 36°14'16" East (Recorded in Colorado Highway Deed, Book 1141 at Page 410, as North 35°59' East) a distance of 84.10 feet;  
Thence South 89°24'44" East (Recorded South 89°40' East) a distance of 81.80 feet;  
Thence South 83°46'14" East (Recorded South 84°01'30" East) a distance of 384.78 feet to the True Point of Beginning, County of Boulder, State of Colorado.

## **NOTICE OF PROPERTY RESTRICTIONS FOR THE CAMP TAHOSA PROPERTY**

The **County of Boulder**, a body corporate and politic, owns an interest in the real property, described in Exhibit A, attached hereto and by this reference incorporated herein (the “Property”). The County’s interest in the Property was acquired by Deeds of Conservation Easement in Gross dated August 24, 2022, and recorded in the Boulder County Clerk and Recorder's Office at Reception Numbers 03979156 and 03979157. The County’s interest in the Property was purchased with money acquired from a sales and use tax for acquisition of Open Space Land, approved by the voters of Boulder County. Pursuant to Resolution No. 93-174, as amended by Resolution No. 99-111, Resolution No. 2000-13, Resolution No. 2004-86, Resolution No. 2007-80, Resolution No. 2010-93, and Resolution No. 2016-77 of the Board of County Commissioners of Boulder County (“Resolutions”), which authorized the submission of the open space sales and use tax to the electors of Boulder County, the County is required to use the County’s interest in the Property solely for passive recreational purposes, for agricultural purposes, or for environmental preservation purposes, as described in the Resolutions. The Resolutions also restrict the use of the County’s interest in the Property as follows:

No open space land acquired through the revenues provided by this sales and use tax may be sold, leased, traded, or otherwise conveyed, nor may any exclusive license or permit on such open space land be given, until approval of such disposal by the Board of County Commissioners. Prior to such disposal, the proposal shall be reviewed by the Parks & Open Space Advisory Committee, and a recommendation shall be forwarded to the Board of County Commissioners. Approval of the disposal may be given only by a majority vote of the members of the Board of County Commissioners after a public hearing held with notice published at least ten (10) days in advance in the official newspaper of the County and of each city and incorporated town within the County, giving the location of the land in question and the intended disposal thereof. No such open space land shall be disposed of until sixty (60) days following the date of Board of County Commissioners' approval of such disposal. If, within such sixty (60) day period, a petition meeting the requirements of § 29-2-104, C.R.S., as amended, or its successor statute, is filed with the County Clerk, requesting that such disposal be submitted to a vote of the electors, such disposal shall not become effective until a referendum held in accordance with said statute has been held. The provisions of this paragraph shall not apply to agricultural leases for crop or grazing purposes for a term of ten (10) years or less.

If the real property or any interest therein acquired by use of proceeds of said sales and use tax pursuant to the above paragraph of this resolution be ever sold, exchanged, transferred or otherwise disposed of, the consideration for such sale, exchange, transfer or disposition shall be subject to the same expenditure and use restrictions as those set forth herein for the original proceeds of said sales and use tax, including restrictions set forth in this paragraph; and if such

consideration is by its nature incapable of being subject, then the proposed sale, exchange, transfer or disposition shall be unlawful and shall not be made.

COUNTY OF BOULDER,  
a body corporate and politic

By: \_\_\_\_\_  
Marta Loachamin, Chair

State of Colorado  
County of Boulder

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022  
by Marta Loachamin, Chair, of the Board of County Commissioners of Boulder County,  
Colorado.

\_\_\_\_\_  
(Notary official signature)

NOTARY  
S E A L

\_\_\_\_\_  
(Commission expiration)

## **EXHIBIT A**

### Legal Description

The South 1/2 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4, the Southeast 1/4 of the Northwest 1/4, the East 1/2 of the Southwest 1/4 and the West 1/2 of the Southeast 1/4, all in Section 30, Township 2 North, Range 72 West of the 6th P.M., County of Boulder, State of Colorado,

EXCEPT that portion of the East 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 as contained in Quiet Title Decree recorded November 9, 1979 at Reception No. 369789, being more particularly described as follows:

That portion of the East 1/2 Southwest 1/4 and Southeast 1/4 Northwest 1/4 of Section 30, Township 2 North, Range 72 West of the 6th P.M., which lies to the East of the West line of said East 1/2 Southwest 1/4 and said Southeast 1/4 Northwest 1/4 and which lies to the West of an existing fence described as follows:

Beginning at a corner fence post on the West line of Section 30, Township 2 North, Range 72 West of the 6th P.M., from which the Southwest corner of said Section 30 bears South 0°02'35" West, 6.5 feet, more or less;

Thence North 88°15'15" East along a 4-wire fence, 1,320.0 feet, more or less, to a corner fence post;

Thence North 0°43'40" West, along said fence 3,067.00 feet, more or less, to a corner fence post;

Thence North 76°09'30" West, along said fence, 16.3 feet, more or less, to a corner fence post;

Thence North 0°32'15" West, along said fence (except for a gap in said fence County Road), 846.00 feet, more or less, to a point on the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 30, which point bears South 88°33'00" East, a distance of 29.20 feet, more or less, from the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 30,

And further excepting that portion as conveyed to Terry L. Storm by the Quit Claim Deed recorded November 25, 1983 at Reception No. 590078, being more particularly described as follows:

All that portion of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 2 North, Range 72 West of the 6th P.M., lying Southeasterly of the Southeasterly right-of-way line of Colorado State Highway No. 72, also known as Peak to Peak Highway.

Camp Tahosa



# BOULDER COUNTY FAIRGROUNDS POLICY MANUAL



Revised as of ~~June 28th, 2018~~September 1, 2022

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## **SECTION I: INTRODUCTION**

The Boulder County Fairgrounds serve a multitude of year-round rural and urban uses - both casual and by reservation.

The Fairgrounds was developed in its present location in the late 1970s and is an important community gathering place. Its facilities offer a connection to the rural character of Boulder County by supporting a variety of livestock and dog shows, equestrian related activities, 4-H programs, Farmers Markets, and the annual Boulder County Fair. In addition, the Fairgrounds offer facilities for picnicking, camping, meeting spaces and a variety of events and shows.

## **SECTION II: MISSION STATEMENT**

The Boulder County Fairgrounds provides a multi-use public facility for arts, agriculture, equestrian activities, education, entertainment, and recreation in a fiscally sound and environmentally conscientious manner for the benefit of the community while providing economic stimulation and preserving the heritage and future of the county.

### SECTION III: POLICY STATEMENT

1. The Boulder County Fairgrounds operates under the management of the Parks & Open Space Department and direction of the Board of County Commissioners.
2. Major policy changes are reviewed by the Parks & Open Space Advisory Committee and are approved by the Board of County Commissioners.
3. Use of any facility at the Fairgrounds and property requires a Lease Agreement between the Tenant and Boulder County. No commercial activity is permitted on any Parks & Open Space property without written permission from the Director of the Parks & Open Space Department. At the discretion of the Director of the Parks & Open Space Department, the facilities may be closed and not available for rent on county holidays or any other day necessary.
4. Boulder County charges fees for use of Fairgrounds facilities and property. Fees are established by the Board of County Commissioners after a public hearing. Fee waivers may be granted in writing by the Board of County Commissioners after receipt of a written request.
5. Tenants must be aware of and abide by all policies, rules, and regulations regarding use of the Fairgrounds, including the “Rules and Regulations for County Open Space areas,” as adopted by the Board of County Commissioners and amended periodically, a copy of which may be obtained from the Parks & Open Space Department or from the Fairgrounds Office.
6. Tenants are responsible for damages (above and beyond normal wear and tear) that occur during the contracted period.
7. Boulder County reserves the right to refuse to lease to anyone for any reason within its reasonable discretion and/or cancel any lease or service to anyone for non-compliance of any rules or regulations of Boulder County.
8. Boulder County will not lease any portion of the Fairgrounds to any person or entity that intends to use exotic animals as a part of its lease, or any use of any persons or animals in a manner that Boulder County believes to constitute exploitation or abuse. For the purposes of this policy, an “exotic animal” shall be interpreted to mean any living non-domesticated animal species that is not being raised for agricultural purposes. This policy shall not apply to exhibits that Boulder County deems to be educational.
9. Boulder County will not lease any portion of the Fairgrounds to any person or entity for gun shows.
910. The Fairgrounds Scheduling Coordinator will advertise events open to the public on Fairgrounds’ marquees as space allows (limit of one line, 21 spaces per line) ~~on the upcoming events line~~ and on the Fairgrounds website.
4011. Parks & Open Space staff will allow tenants conducting “historical events” (definition follows) preferential booking for those events and will offer protection to such tenants from new events that conflict with theirs.
142. The Parks & Open Space staff schedules “public sessions” (definition follows) based on a demonstrated interest from a significant number of Boulder County residents. Fees generated from each session should cover operating costs during the hours of each session.

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- 123. Parks & Open Space staff will hold annual tenant meetings to solicit comments regarding the operation of the Fairgrounds.
- 134. Mail will be accepted at the Fairgrounds only if addressed to Boulder County government.
- 14,15. Vehicles parked in unauthorized locations may be towed at owner's expense.
- 156. Tenants may place advertising/signage on designated banner areas only. No other signage is allowed unless authorized by the Fairgrounds Manager.
- 175. The Fairgrounds may be needed during an emergency. In such an emergency, events being held or to be held at the Fairgrounds may be canceled. Under such circumstances, rental deposits shall be returned with no other compensation due to event managers or their entities and with no additional liability to the county.
- 4618. The Fairgrounds is a limited public forum, and as such, protest is allowed on the grounds subject to reasonable time, place, and manner restrictions.

#### **SECTION IV: SCHEDULING PROCEDURES**

1. Contact the Fairgrounds Scheduling Coordinator for date and facility availability.
2. All events are subject to review from the following Boulder County agencies: Parks & Open Space Department, Sheriff's Office, Risk Management, and the Health Department; as well as the Mountain View Fire Protection District.
3. Tenant will pay a non-refundable deposit (25% of the total rental fee or \$100.00, whichever is greater) to hold the date and facility. The deposit will be listed on the lease agreement.
4. A Lease Agreement shall be entered into between the tenant and Boulder County for lease of any Fairgrounds facility.
5. The signed/completed Lease Agreement and proper insurance certificate (see below for insurance requirements) are due from the tenant sixty (60) days before the event.
6. The rent and security/damage deposit (\$100.00 or 25% of the total rental fee, whichever is greater, or as specified in the Private Party Policy) are due thirty (30) days before the event. The deposit will be held until after the event. If there are no damages, unpaid charges, or policy/contractual infractions, the deposit will be returned to the tenant.
7. A pre and post facility walk-through with Fairgrounds Staff must be completed by the tenant or waived by the Event Manager (or designee) prior to the event.
8. Setup/takedown fees will be charged when the rented facility is used before or after the actual day(s) of the event and when the use is for the sole purpose of setting up or removing equipment. Setup is limited to one day, and takedown is limited to one day. Additional day(s) for setup and takedown may be available; however, the Tenant may be charged the full rental fee for the additional time unless otherwise approved in writing. Tenant is responsible for his or her own setup/takedown. Full stall rental fees will be charged

when livestock are placed in stalls, barns, and/or holding pens. Vendors are not allowed to arrive before the date stated in the Lease Agreement unless they are staying at the campgrounds.

#### SECTION IV: SCHEDULING PROCEDURES (CONTINUED)

9. Food concessionaires are required to also obtain or hold a current Colorado Retail Food Establishment License. A Retail Food License can be acquired from the Boulder County Health Department. A complete Boulder County Health Department Special Event Packet may also be required. Food concessionaires using facility kitchens must complete a Lease Agreement with the county and pay the appropriate rental fee.
10. Additional fees for equipment, setup, etc., will be billed after the event. Payment is due within thirty (30) days of the billing date.

#### SECTION V: ALCOHOLIC BEVERAGES

1. ~~"Alcoholic beverages" shall be defined as any beverage having an alcoholic content of more than 3.2 percent. Beverages containing up to 3.2 percent alcohol are referred to as "3.2% beer/wine."~~
21. Only qualified adult nonprofit organizations with a Special Events Permit may serve/sell alcoholic beverages ~~or sell 3.2% beer/wine~~. Application for a Special Events Permit through the Board of County Commissioners must be made at least 90 days before the event. A public hearing will be held to approve/disapprove the permit.
32. Liquor liability insurance will be required to serve/sell alcoholic beverages, ~~to sell 3.2% beer/wine, or to charge an admission fee and serve 3.2 beer/wine.~~
4. ~~Events held at the Picnic Shelter may serve 3.2 beer/wine without a Special Events Permit or liquor liability insurance. Events selling alcoholic beverages, and events charging an admission fee and serving alcoholic beverages, will be required to obtain a Special Events Permit and liquor liability or broad form endorsement insurance.~~
5. ~~At the discretion of the Director of the Parks & Open Space Department, a Special Events Permit and/or liquor liability insurance may be required for events that may be attended by 50 or more people.~~
63. Vendors who are authorized under the Lease Agreement between Boulder County and the Boulder County Farmers' Market will be allowed to serve samples, at no charge to the public, without a Special Events Permit. Boulder County Farmers' Market vendors must obtain a "Limited Winery Tasting Location Vinous Liquor" license from the State of Colorado and meet all county insurance requirements, as specified in the Lease Agreement between Boulder County and Boulder County Farmers' Market.

#### SECTION VI: HISTORICAL DATES

1. An organization that has held the same event on the same date for two consecutive years is recognized as having an "historical date." These dates will be reserved each year for these tenants. Event Lease Agreements for historical events will require payment of the total fee for the event if the event is canceled later than six months prior to the scheduled event.
2. No reservations for the fifth weekend of any month will be held for historical use. Reservations for fifth weekends will be granted on a first-come, first-served basis.

## **SECTION VII: CONFLICTING EVENTS**

1. An organization is eligible for protection from new events at the Fairgrounds that would compete directly with its event as set forth in this section.
23. “Conflict” means an event that is similar enough that it would compete with the existing event.
34. The Parks & Open Space Department will determine whether there is a conflict between a proposed event and a historical event.
45. The Parks & Open Space Department reserves the right to refuse or decline a booking if they determine there is a conflict with other events.
56. Event organizers may not change the nature of their event at any point if doing so will generate a conflict.

## **SECTION VIII: FIFTH WEEKENDS**

1. An organization with an historical date may shift its event to a 5<sup>th</sup> weekend without losing its historical date as set forth in this section. Confirmation for historical events will be set by August of the previous year.
2. If the tenant opts to move to the 5<sup>th</sup> weekend in any given year, the tenant will be able to return to its historical date the following year.
3. If the tenant elects not to shift to the 5<sup>th</sup> weekend, the date will be made available to other tenants in accordance with Fairgrounds policy; similarly, if a historical tenant moves an event to the 5<sup>th</sup> weekend, the weekend given up will be made available for rental by others.
4. This policy is available only for tenants with historical dates that are linked to holidays or follow dictates from national or regional parent organizations.
5. If two tenants with historical dates desire to shift their event to the same 5<sup>th</sup> weekend, the Parks & Open Space Department will determine which tenant will be able to shift, based on all pertinent factors.

## **SECTION IX: COUNTY GOVERNMENT USAGE**

1. Boulder County government may have use of Fairgrounds facilities, if available, without charge.
2. All government tenants are responsible for all setup, takedown, and cleanup for their events.
3. All government use must be scheduled within the regular operation hours of the Fairgrounds staff schedule (between 7:30 a.m. and 10:00 p.m.).

## **SECTION X: INSURANCE REQUIREMENTS**

1. Commercial general liability insurance policy with minimum limits as set forth by Boulder County for combined single limit for each occurrence.
2. Workers' compensation and employers' liability insurance which shall cover the obligations of the tenant in accordance with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado, if applicable.
3. Certificate of insurance shall indicate that policy will be in effect throughout the contracted period.
4. The insurance policy shall name "County of Boulder, State of Colorado, a body corporate and politic," as additional named insured and evidence this on the certificate of insurance.
5. Certificate of insurance shall show that the policy may not be canceled, terminated, changed, or modified without at least 30 days' written notice to Boulder County and any changes must be approved in writing by the County.
6. See Section V for insurance requirements concerning the serving or sale of alcohol.
7. The county's Risk Manager or County Attorney may waive in writing any or all insurance requirements.

## **SECTION XI: PUBLIC SESSIONS**

1. Public sessions are sponsored by Boulder County.
2. Public sessions are scheduled for indoor facilities if the facility has not been rented for other uses. Public sessions may be canceled should maintenance work necessitate closing facilities. An alternative site may be substituted, if available, in lieu of cancellation. The Parks & Open Space Department can adjust public sessions to meet demand.
3. Current public sessions are as follows:
  - Team Roping: Indoor Arena, Tuesdays, November-April.
  - Dog Training: various locations, Tuesdays/Wednesdays, year-round.
  - Open Riding: Indoor Arena, Wednesdays, November-April.
  - Barrel Racing: Indoor Arena, Thursdays, January-March.
4. Public sessions may be canceled by the Director of the Parks & Open Space Department if there is a lack of demonstrated interest from the public. Public sessions are open to the public. Advance registration is not required. Public session participants must sign a waiver of liability for Boulder County.



5. Public session participants must pay a fee to use Fairgrounds facilities.
6. The Fairgrounds provides the facilities but does not provide special equipment or livestock necessary for some public sessions. Individual(s) may be designated by Fairgrounds staff to provide equipment/livestock for participants. Individual(s) may charge participants a nominal fee to use their equipment/livestock.

## SECTION XII: TENANT RESPONSIBILITIES

### A. EVENT MANAGER'S RESPONSIBILITIES:

1. Ensure that the signed Lease Agreement correctly reflects all information about the event.
2. Advertise the event, including directions to the Fairgrounds and a contact's phone number for more information.
3. Arrange and pay for costs incurred to have utility locates before digging or placing poles in any area of the Fairgrounds.
4. Admit vendors/exhibitors/spectators into facility.
5. Ensure that every participant in the event manager's event has signed the county's waiver of liability form.
6. Pay for all fees when exhibitors/spectators are camping on the Fairgrounds but are not registered guests at the campgrounds ("dry camping").
7. Coordinate and sign for all deliveries, pickups, etc.
8. Provide and supervise security.

Tenants wishing to have armed security at their events must obtain written permission from the Board of County Commissioners or the Director of Parks & Open Space at least 30 days before the event. At their discretion, the Board of County Commissioners or the Director of the Parks & Open Space Department may require sufficient armed security at an event. For all events with armed security, all armed security personnel must either: 1) hold a valid Armed Merchant Guard license issued by the City and County of Denver (or a similar license acceptable to the Director of the Parks & Open Space Department) and present such a license to the Fairgrounds Scheduling Coordinator 30 days prior to the event; or 2) be a Boulder County Sheriff's Department deputy. At their discretion, the Board of County Commissioners or the Director of the Parks & Open Space Department may require the armed security at an event be provided by Sheriff's Department deputies. In addition to the general liability insurance requirements listed above, events having armed security (unless Sheriff's Department deputies are used) are required to provide false arrest and illegal detainment liability as well as endorsements for assault and battery and errors and omissions and to show this coverage on the certificate of insurance presented to the county. If armed security will be provided by a subcontractor, the subcontractor must provide proof of licensure and insurance coverage to the Fairgrounds Scheduling Coordinator 30 days prior to the event. Certificates showing proof of this coverage shall show the "County of Boulder, State of Colorado, a body corporate and politic" as additional insured.

9. Provide and supervise parking control, including informing vendors that leaving vehicles and storage units on the Fairgrounds prior to the Lease Agreement rental period is not permitted and that any such use of the

Fairgrounds may result in ticketing and/or towing at the owner's and the event manager's expense.

10. Act as the representative from the event to communicate requests, concerns and/or problems with Fairgrounds staff members.
11. Adhere to all zero waste procedures and place all waste in designated waste receptacles, and break down all boxes (should refuse exceed dumpster capacity, tenant will pay for any and all additional waste service pickup(s)).
12. Stay at the facility until all spectators and exhibitors have left the premises.
13. Remove all decorations, personal belongings, and event-related materials, etc., from all facilities, including stalls, after the event.
14. Pay for damages to the facilities and/or any fees owed to the Fairgrounds by tenant's subcontractors, concessionaires, vendors, etc.

**FAILURE TO COMPLY WITH RESPONSIBILITIES LISTED ABOVE AND RULES & REGULATIONS OF BOULDER COUNTY AND OTHER APPLICABLE AGENCIES MAY RESULT IN TICKETING, FINES, EVENT CANCELLATION, LOSS OF ALL OR PORTION OF SECURITY DEPOSIT AND/OR CANCELLATION OF ALL FUTURE EVENTS.**

SECTION XII: (CONTINUED)

**B. SAFETY & ENVIRONMENTAL RESPONSIBILITIES:**

1. Parking is not permitted in assigned fire lanes or where otherwise posted “No Parking.” Violators may be ticketed and/or towed at owner’s expense.
2. Camping is permitted only at the campgrounds. Dry camping (“exhibitors/spectators camping outside the campgrounds”) will only be allowed when the campground is full or when prior approval is obtained from the Fairgrounds Manager. Tenants will be charged \$10.00 per day for dry camping. Dry campers are not entitled to use the restrooms/showers at the campgrounds facility. All wastewater must be retained and disposed of properly. Dry campers must be self-contained and CANNOT access any electricity or water on the Fairgrounds.
3. Cleaning vehicles/livestock trailers out onto Fairgrounds property is prohibited.
4. All waste must be placed in proper receptacles. All boxes must be broken down. If the refuse generated at the event exceeds the dumpster capacity, the tenant will be charged for additional trash service pickup(s).
5. Posting/placing promotional flyers/other materials on vehicles or facilities is prohibited.
6. Smoking is not permitted in county facilities or on county property.
7. Alcoholic beverages are not allowed at the Fairgrounds without a Special Events Permit and appropriate insurance coverage except for paid campers in the Campground.  
  
Note: 3.2% beer/wine is permitted in non-glass containers in accordance with Section V above. Compliance is responsibility of the tenant. Noncompliance is subject to ticketing and/or fines.
8. Mountain View Fire Protection District codes do not permit displays or booths to block fire lanes, exits, water fountains, restrooms, storage rooms, etc.
9. Flammable/combustible substances (including black powder) and heating devices (such as propane tanks) are not permitted in any facility. Fuel stoves (wood, corn, etc.) may be used for display purposes only.
10. Exhibit layouts are subject to approval by the Mountain View Fire Protection District.
11. Hypodermic needles, medical supplies, and/or veterinarian supplies must be disposed of in a safe manner.
12. Livestock/horses are not allowed in designated pedestrian areas, turf areas, or where otherwise posted “No Livestock.”
13. All animals must be leashed/penned/tied and under the control of the owner at all times. All animal refuse must be disposed of properly.
14. Skateboarding is not allowed.

**FAILURE TO COMPLY WITH RESPONSIBILITIES LISTED ABOVE AND RULES & REGULATIONS OF BOULDER COUNTY AND OTHER APPLICABLE AGENCIES MAY RESULT IN TICKETING, FINES, EVENT CANCELLATION, LOSS OF ALL OR PORTION OF SECURITY DEPOSIT, AND/OR CANCELLATION OF ALL FUTURE EVENTS.**

### SECTION XIII: FEE CATEGORIES

#### **BOULDER COUNTY YOUTH NONPROFIT**

This fee category applies to any organization:

1. With 100% of its *membership* youth (18 years of age or younger), and
2. With a majority of its *membership* residing within Boulder County, and
3. That sponsors educational, civic, athletic or public service events on a nonprofit basis, and
4. Registered with the Secretary of State's office as a nonprofit organization, and
5. That provides proof of its nonprofit status, bylaws, and *membership* list to the Fairgrounds Scheduling Office annually or
6. That is a 4-H club registered through the Boulder County Extension Office.

#### **BOULDER COUNTY ADULT NONPROFIT**

This fee category applies to any organization:

1. With 80% or more of its *membership* residing within Boulder County, and
2. That sponsors educational, civic, athletic or public service events on a nonprofit basis, and
3. Registered with the Secretary of State's office as a nonprofit organization, and
4. That provides proof of its nonprofit status, bylaws and *membership* list to the Fairgrounds Scheduling Office annually.

#### **NON-COUNTY, NONPROFIT**

This fee category applies to any organization:

1. With 79% or less of a group's *membership* residing within Boulder County, and
2. That sponsors educational, civic, athletic or public service events on a nonprofit basis, and
3. Registered with the Secretary of State's office as a nonprofit organization, and
4. That provides proof of its nonprofit status, bylaws and *membership* list to the Fairgrounds Scheduling Office annually.

#### **STANDARD/COMMERCIAL**

This fee category applies to any individual, organization, or business not covered by either of the two above fee categories, including non-county, nonprofit groups.

#### SECTION XIV: BOULDER COUNTY FAIRGROUNDS PARK FEE SCHEDULE

**NOTE:** The fees stated below are prices per day unless otherwise specified. A day is defined as Fairgrounds operation hours of 7:30 a.m. to 10:30 p.m. A day will not be divided into hours unless an hourly fee is quoted in this fee schedule; nor will any facility be divided into sections of quarters or halves to lower the daily rental fee.

Rental of facilities Monday through Thursday will be discounted 50% off the fee stated below.  
Campground facility is exempt from weekday discount.

FACILITY	COUNTY YOUTH NONPROFIT	COUNTY ADULT NONPROFIT	NON- COUNTY NONPROFIT	STANDARD/ COMMERCIAL
BARN A	\$70.00	\$150.00	\$200.00	\$400.00
W/PENS	\$70.00	\$205.00	\$270.00	\$555.00
BARN B	\$45.00	\$150.00	\$200.00	\$400.00
BARN C	\$45.00	\$175.00	\$220.00	\$375.00
W/IA RENTAL	\$25.00	\$ 50.00	\$ 60.00	\$100.00
EXHIBIT BUILDING	\$110.00	\$400.00	\$500.00	\$1000.00
EB KITCHEN	\$60.00	\$75.00	\$100.00	\$125.00
OUTDOOR EXHIBIT AREA	\$25.00/ DURATION	\$50.00/ DURATION	\$75.00/ DURATION	\$100.00/ DURATION
INDOOR ARENA	\$ 55.00	\$175.00	\$220.00	\$500.00.00
HEAT	\$100.00	\$100.00	\$100.00	\$100.00
IA KITCHEN	\$25.00	\$50.00	\$60.00	\$75.00
OUTDOOR ARENA	\$40.00	\$175.00	\$220.00	\$440.00
OA KITCHEN	\$25.00	\$50.00	\$60.00	\$75.00
*PICNIC SHELTER	\$50.00	\$75.00	\$100.00	\$300.00
NORTH PARKING LOT	\$60.00	\$275.00	\$345.00	\$650.00
SOUTH PARKING LOT	\$30.00	\$75.00	\$95.00	\$400.00
N. EAST PARKING LOT	\$15.00	\$35.00	\$50.00	\$170.00
FAIRGROUNDS PARKING LOT	\$10.00	\$20.00	\$25.00	\$85.00
MEETING ROOMS	\$5.00/HOUR \$25.00/MAX	\$10.00/HOUR \$50.00/MAX	\$10.00/HOUR \$60.00/MAX	\$15.00/HOUR \$75.00/MAX

<b>EQUIPMENT &amp; SERVICES</b>	<b>COUNTY YOUTH NONPROFIT</b>	<b>COUNTY ADULT NONPROFIT</b>	<b>NON-COUNTY NONPROFIT</b>	<b>STANDARD/COMMERCIAL</b>
<b>LABOR</b>	\$20.00/HOUR	\$20.00/HOUR	\$20.00/HOUR	\$20.00/HOUR
<b>OVERTIME LABOR</b>	\$30.00/HOUR	\$30.00/HOUR	\$30.00/HOUR	\$30.00/HOUR
<b>TRACTOR SERVICE</b>	\$50.00/HOUR	\$50.00/HOUR	\$50.00/HOUR	\$50.00/HOUR
<b>DUMPSTER PICKUP</b> (when refuse generated from an event exceeds the dumpster capacity)	\$315.00	\$315.00	\$315.00	\$315.00
<b>CONCESSION SPACE</b>	\$25.00/EACH PER DAY	\$25.00/EACH PER DAY	\$25.00/EACH PER DAY	\$25.00/EACH PER DAY
<b>CHAIRS</b>	\$0.50/EACH	\$0.50/EACH	\$0.50/EACH	\$0.50/EACH
<b>TABLES</b>	\$5.00/EACH	\$5.00/EACH	\$5.00/EACH	\$5.00/EACH
<b>BLEACHERS</b>	\$15.00/EACH	\$15.00/EACH	\$15.00/EACH	\$15.00/EACH
<b>REPLACE KEYS</b>	\$100.00/SET	\$100.00/SET	\$100.00/SET	\$100.00/SET
<b>REPLACEMENT MICROPHONE</b>	\$400.00/EACH	\$400.00/EACH	\$400.00/EACH	\$400.00/EACH
<b>**STALLS/PENS</b>	\$5.00/NIGHT YOUTH MUST CLEAN	\$8.00/NIGHT + \$5.00 ONE-TIME CLEANING FEE	\$8.00/NIGHT + \$5.00 ONE-TIME CLEANING FEE	\$8.00/NIGHT + \$5.00 ONE-TIME CLEANING FEE
<b>DAMAGES</b>	REPLACEMENT + LABOR	REPLACEMENT + LABOR	REPLACEMENT + LABOR	REPLACEMENT + LABOR
<b>***PUBLIC DOG SESSIONS</b>	\$4.00/PER DOG	\$4.00/PER DOG	\$4.00/PER DOG	\$4.00/PER DOG
<b>***PUBLIC HORSE SESSIONS</b>	\$5.00/PER HORSE	\$5.00/PER HORSE	\$5.00/PER HORSE	\$5.00/PER HORSE

Setup and takedown days will be charged at a rate of 25% of the daily rental fee. Setup and takedown are limited to one day each; regular daily rental fees shall apply for setup/takedown exceeding one day each unless otherwise approved.

\*Additional portable toilets must be supplied, at the tenant's expense, for parties exceeding 100 people. Family picnics are subject to the County Adult Nonprofit rate.

\*\*Stall cleaning fee will be waived if tenant cleans stalls to the center aisle.

\*\*\*There will be additional costs, payable to the provider, for use of the electric eye for barrel racing; mats & rings for dog training; and cattle for team roping.

# **BOULDER COUNTY CAMPGROUND RENTAL FEES**

*Boulder County Campgrounds Facility is exempt from weekday discounts.*

*Camping sites are limited to 6 people per site.*

	COUNTY YOUTH NONPROFIT	COUNTY ADULT NONPROFIT	NON- COUNTY NONPROFIT	STANDARD/ COMMERCIAL
NO HOOKUPS	\$15.00	\$15.00	\$15.00	\$15.00
WATER <u>OR</u> ELECTRIC	\$20.00	\$20.00	\$20.00	\$20.00
WATER <u>AND</u> ELECTRIC	\$25.00	\$25.00	\$25.00	\$25.00
DUMP STATION NON-GUESTS	\$10.00	\$10.00	\$10.00	\$10.00
DRY CAMPING STAFF APPROVED ONLY	\$10.00	\$10.00	\$10.00	\$10.00

## **BARN A**

### **SIZE**

Overall: 80' x 325'  
Enclosed: Foyer area is 60' x 24' and Main Room is 74' x 78'  
Show Ring: 30' x 50'

**SEATING CAPACITY** (Enclosed Portion): 350

### **AVAILABLE FOR RENTAL**

Enclosed: 110 volt electricity, heat, lights, restrooms and drinking fountain, PA system, and keys.

Outside: 177 pens (6'x6'), 1 show ring, 9 show pens, 12 wash pens, 110 volt electricity, lights, portable PA system (if available, upon request).

### **RULES**

1. Public parking is available in the lot northwest and/or south of Barn A. Limited handicapped parking is available north of Barn A.
2. Loading/unloading livestock is to be conducted east of the barn. All livestock trailers shall park in the grassy area south of the campgrounds.
3. Pens/cages must be cleaned by tenant immediately following the event. Bedding must be removed to the far east end of the barn. The county will provide rakes and wheelbarrows when available. No manure or droppings may be placed in trash containers. If refuse generated exceeds the dumpster capacity, the tenant will be charged for additional trash service pickup(s).
4. Aisles must be kept open at all times.



## **BARN B**

### **SIZE**

Overall: 80' x 250'  
Show Ring: 34' x 28'

### **SEATING CAPACITY**

Show Ring: 50

### **INCLUDED IN RENTAL FEE**

278 pens (6' x 6'), 1 show ring, 7 show pens, 12 wash pens, 110 volt electricity, lights, PA system

### **RULES**

1. Public parking is available in the lot east of Barn B (East Lot) or in the South Lot. Limited handicapped parking is available in the East Lot. Additional handicapped spaces may be allocated by the tenant.
2. Loading/unloading livestock is to be conducted east of the barn. All livestock trailers shall park in the grassy area south of the campgrounds.
3. Pens must be cleaned by tenant immediately following the event. Bedding must be removed to the far east end of the barn. The county will provide rakes and wheelbarrows when available. No manure or droppings may be placed in trash containers. If the refuse generated exceeds the dumpster capacity, the tenant will be charged for additional trash service pickup(s).
4. Aisles must be kept open at all times.

## BARN C, D, E, & POLE BARN

### SIZE

BARN C:	80' x 250' (open barn)
BARN D:	35 stalls, each 10' x 10' (1/2 stalls, 1/2 open)
BARN E:	87 stalls, each 10' x 10'
POLE BARN:	49-48 stalls, each 10' x 10'

### INCLUDED IN RENTAL FEE

BARN C:	Lights, electricity, water, and wash racks.
BARN D:	Lights, electricity, water, wash racks, individual locks on each stall.
BARN E:	Lights, electricity, water, wash racks, individual locks on each stall.
POLE BARN:	Lights electricity, water, individual locks on each stall.

### RULES

1. Tenant must sign the County's liability release form prior to using the horse stalls.
2. Public parking is available in the East Lot or in the South Lot. Limited handicapped parking is available in the East Lot.
3. Tenant must provide a stall manager whose responsibilities shall include, but not be limited to, regulating stall use and collecting stall fees.
4. Stalls doors must not be removed or altered.
5. Stall managers shall ensure that all stalls in a barn are filled before using stalls in another barn.
6. Livestock trailers should be parked in the grassy area south of the campgrounds.
7. Tenant must provide bedding material, feed, equipment, etc.
8. Tenants are encouraged to clean all stalls used during their event. Bedding is to be removed thoroughly from each stall and placed in the center aisle of the barn. The county will provide rakes and wheelbarrows when available. Additional fees will be charged to the tenant if the county must clean their stalls. If the refuse generated exceeds the dumpster capacity, the tenant will be charged for additional trash service pickup(s).
9. Aisles must be kept open at all times during the event.

## CAMPGROUNDS FACILITIES

### SIZE:

96 sites total, all with access to electric (30-50 amps)  
7 Sites with 30 amp electric, no water.  
45 sites with 30 amp electric, no water.  
8 sites with 50 amp electric and water with pull through extended length.  
36 sites with 30-50 amp electric and water.

### INCLUDED IN RENTAL FEE

RV restroom/shower facilities (open March through October) and use of dump station.

### RULES

1. The campground is open year-round.
2. This campground is a recreational facility for Fairgrounds tenants and visitors. Guests are limited to a maximum stay of 14 days within a given calendar year. Under extenuating circumstances, extensions may be granted by the Fairgrounds Manager.
3. Restroom/shower facilities are secured for registered/paid guests only. For the safety and consideration of all guests at the campgrounds, the combination to the restroom/shower facilities should be kept confidential.
4. Payment is required at time of check in. Guests must pay for camping spaces according to the fee schedule. No refunds will be issued; campground guests should plan their stays carefully.
5. Checkout time is 10:00 a.m. Campers may be charged for another day if checkout is not completed by 10:00 a.m.
6. Quiet hours are from 9:00 p.m. to 6:00 a.m. daily.
7. No one under the age of 18 will be allowed to rent a space. Minors must be supervised by an adult at all times. Unattended minors will not be allowed to stay on the premises.
8. Pets must be on a leash and supervised at all times. Pet owners must clean up after their pets. No pets are allowed in the restroom/shower facilities. No bathing of pets in the campground.
9. Livestock/horses are not allowed in the campgrounds at any time.
10. All waste must be put in proper receptacles located by the campgrounds office. Sites must be kept and left clean at all times. Grey and black water must be dumped at the dump station -- violators will be ticketed and/or fined.
11. ~~Only 3.2% beer/wine is allowed in the campground. Violators may be ticketed and/or fined.~~
11. Placing nails in trees and hanging items from trees is prohibited.
12. The county reserves the right to refuse and/or cancel service to anyone for non-compliance of any of the above rules or any regulations of Boulder County.

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~~15.13.~~ All RVs, campers and related vehicles must be legal. No modifications or major repairs shall be conducted while in the campground.

~~16.14.~~ Campers may not be stored at the campground; someone must be staying in the camper/RV while on site.

~~17.15.~~ Tent [and car](#) camping is prohibited.

## EXHIBIT BUILDING

### SIZE

Overall: 200' x 200' (35,000 square feet)  
Meeting Room: 24' x 28' (carpeted)  
Kitchen: 20' x 25'

### CAPACITY

Main Building: 2,000-3,000  
Meeting Room: 50

### AVAILABLE FOR RENTAL

Main Building: restrooms, vehicle entrance doors, heating/air conditioning, electricity, lighting, PA system, pull-down electrical outlet extensions, drinking fountains, keys, exhibitor parking area, public parking area, and handicapped parking area.

Meeting Room: restrooms, drinking fountains, heating/air conditioning, electricity, lighting, tables, chairs, keys, parking area.

Kitchen: (for limited food preparation only) 2 commercial refrigerators, commercial freezer, commercial sinks, hand sink, coffee maker, deep fat fryer, grill, four-burner stove, commercial ice machine, counter space, indoor and outdoor service windows.

### RULES

1. Exhibitor parking is available in the lot west of the building. Exhibitors are not allowed to arrive/setup before the date stated in the Lease Agreement.
2. Public parking is available in the lot north of the building.
3. Handicapped parking is provided along the fence on the north side of the Exhibit Building.
4. No loading, unloading, and/or parking is allowed on the east side of the Exhibit Building. The kitchen concessionaire may load/unload supplies into the kitchen from the east side, but must relocate vehicle(s) to the designated space(s) in the Midway Lot after unloading.
5. Exhibitor layout must conform to layouts approved by the Mountain View Fire Protection District and available electricity location/load.
6. The county is not responsible for security during tenant's use. Tenant must lock doors, windows, and gates; and turn off lights in building.
7. Any vehicle left inside the building for purposes other than loading/unloading must have a fuel tank that is nearly empty, the fuel tank lid taped closed, the battery disconnected, and cardboard/carpet must be provided underneath each vehicle.
8. Driving vehicles into the Exhibit Building for purposes of loading/unloading is discouraged. If absolutely necessary, said driving should be kept to a minimum and all vehicles must leave the Exhibit Building immediately after loading/unloading.
9. If kitchen is rented, the kitchen and all equipment must be cleaned immediately following event. Grease must be removed/disposed of properly. No food is to be left in the kitchen after the end of the event. "Microwave In Use" signs should be prominently displayed by tenant or their concessionaire when applicable.
10. If the meeting room is used, all areas must be left in a clean and orderly manner. Tables and chairs may be rearranged, but must be returned to their original placement before tenant leaves. Tables and chairs may not be removed from the meeting room. Lights must be turned off and doors must be locked securely when tenant leaves the building.

## INDOOR ARENA

### SIZE

Overall:	150' x 250'
Arena:	90' x 188'
Warm-up Arena:	150' x 60'
Kitchen:	25' x 12'
Office:	25' x 12'

### SEATING CAPACITY

Permanent Bleachers: 1,300

### AVAILABLE FOR RENTAL

Arena: dirt floor, arena watered/worked once daily, warm-up arena, wash racks, walk-through/ride-through gates, calf holding pens, calf chute, calf return, announcer's platform, office, electrical outlets every 10', lights, PA system, permanent bleachers, restrooms, drinking fountains, keys.

Concession Stand: (kitchen is for limited food preparation only -- there is no hood system in this kitchen) commercial refrigerator, commercial sink, hand sink, counter space, 220 electrical outlet, indoor and outdoor service windows.

### RULES

1. There is to be no excavation of the arena surface.
2. Public parking is available in the East Lot or in the South Lot. Limited handicapped parking is available in the East Lot.
3. Facility shall not be modified by tenant, including rails, unless authorized and overseen by Fairgrounds staff.
4. Loading/unloading livestock must be conducted east of the Indoor Arena. After unloading, livestock trailers can park in the grassy area south of the campgrounds. Vehicles are allowed inside the arena to load/unload only and must be removed immediately after.
5. Livestock must be kept at least 25' away from the concession stand.
6. Livestock are not allowed in front of, alongside of, or behind bleachers, restrooms, concession stand, office, or exits.
7. If kitchen is rented, the kitchen and all equipment must be cleaned immediately following the event. Frying food is prohibited in the kitchen. No food is to be left in the kitchen after the end of the event. "Microwave In Use" signs should be prominently displayed by tenant or their concessionaire when applicable.
8. Use of Indoor Arena and warm-up arena is limited to contracted dates and times only.
9. Aisles must be kept clear at all times. Due to limited space and safety considerations, vendors are not permitted to block paths or exits inside the Indoor Arena building.
10. The warm-up arena may only be used with rental of the Indoor Arena.
11. Tenants will be charged to use Barn C.
12. Tenants are required to sign the county's General Release of Liability prior to use of the Indoor Arena.
13. Livestock are not allowed to stay overnight in the warm-up arena or the Indoor Arena without prior approval from Fairgrounds staff.

## OUTDOOR ARENA

### SIZE

Arena: 300' x 180'  
Kitchen: 20' x 40'

### SEATING CAPACITY

Permanent Bleachers: 5500

### AVAILABLE FOR RENTAL

Arena: dirt floor, arena watered/worked once daily, loading ramp, warm-up arena, bucking chutes, holding pens, elevated announcer's booth, storage/computing shed, stock tanks, 220 and 110 electrical outlets at announcer's booth, ticket booth, PA system, permanent bleachers, restrooms, keys.

Kitchen: Limited menu items are allowed to be prepared in this kitchen, sink, hand sink, refrigerator, counter space, 220 electrical outlet, and indoor and outdoor service windows.

### RULES

1. Public parking is available in the North Lot. Handicapped parking is available in the North Lot.
2. Loading and unloading of livestock must be conducted east of the Outdoor Arena. Livestock trailers should park in the grassy area south of the campgrounds or in the eastern portion of the North Lot. Vehicles are allowed inside the arena to load and unload but must be removed immediately after.
3. Livestock are not allowed to stay overnight in the warm-up arena or the Outdoor Arena without prior approval from Fairgrounds staff. Holding pens at the Outdoor Arena should be used for this purpose.
4. Use of the Outdoor Arena and warm-up arena are limited to contracted dates and times only.
5. Tenant must staff the ticket booth and provide security for this area.
6. Tenant must empty and clean water troughs immediately after event.
7. If kitchen is rented, the kitchen and all equipment must be cleaned immediately following the event. No food is to be left in the kitchen after the end of the event. "Microwave In Use" signs should be prominently displayed by the tenant or their concessionaire when applicable. Frying food is not allowed in the kitchen.
8. The Boston Road entrance should be used for all events being held in the Outdoor Arena.
9. Tenants are required to sign the county's General Release of Liability prior to use of the outdoor Arena.

**PARKING LOTS**

**MIDWAY**

**CAPACITY**

500 vehicles (estimate) 350 x 410

**NORTH LOT**

**CAPACITY**

1,500 vehicles (estimate) West side 485 x 580 / East side 250 x 580

**SOUTH LOT**

**CAPACITY**

1,000 vehicles (estimate) 418 x 560



## PICNIC SHELTER & PARK

### SIZE

Grassy Area: 350' x 450'  
Shelter: 40' x 40'

### INCLUDED IN RENTAL FEE

Restrooms [2] (opened seasonally), block & steel grills [4], picnic tables [10] (seat approximately 8-10 people each), electricity (limited), lighting, volleyball net & play area, horseshoe pits [2], waste receptacle, water (seasonal).

\*The Picnic Shelter and Park is not available on July 4<sup>th</sup> or during the Boulder County Fair.

### RULES

1. No loitering is allowed.
2. Parking is available in the South Lot.
3. No vehicles are allowed within the confines of the Picnic Shelter without prior approval from Fairgrounds staff.
4. No horses/livestock are allowed within the confines of the Picnic Shelter.
5. Fires are allowed in grills only.
6. Amplified music is allowed only at reasonable levels and only during the hours of 10 a.m. and 10 p.m.
7. Tenant must provide charcoal, starter fluid, volleyball, horseshoe stakes and horseshoes.
8. Additional portable toilets must be provided, at tenant's expense, for events with 100 or more people attending.

~~9. Beverages with 3.2% or less alcohol content may be served.~~

~~10.9.~~ Alcoholic beverages may be served/sold ~~and 3.2% beer/wine may be sold~~ if the group serving/selling the alcoholic beverage is an adult non-profit organization with an approved Special Events Permit from the Board of County Commissioners. Tenant must provide the county with a Certificate of Liquor Liability Insurance naming Boulder County as an additional insured at least 60 days before the event.

~~11.10.~~ Tenants wishing to have large events (over 100 people), pig roasts, musical events, dog shows, etc., at the Picnic Shelter, must discuss arrangements with the Fairgrounds Scheduling Coordinator at the time of contracting. Special limitations/requirements may apply.

## **PUBLIC PRACTICE ARENA**

### **CAPACITY**

10 horses

### **RULES**

1. The public practice arena is open for public use at no charge seven days a week from sunrise to sunset; however, Fairgrounds management reserves the right to prohibit use of the arena if such use interferes with the operation of other events.
2. Use of the practice arena is on a first-come, first-served basis.
3. The practice arena cannot be reserved.
4. Use of the practice arena is limited to one hour per use.
5. Livestock cannot be left in the practice arena.
6. The public practice arena will be watered/worked as time allows.

# BOULDER COUNTY FAIRGROUNDS POLICY MANUAL



*Revised as of September 1, 2022*

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## **SECTION I: INTRODUCTION**

The Boulder County Fairgrounds serves a multitude of year-round rural and urban uses - both casual and by reservation.

The Fairgrounds was developed in its present location in the late 1970s and is an important community gathering place. Its facilities offer a connection to the rural character of Boulder County by supporting a variety of livestock and dog shows, equestrian related activities, 4-H programs, Farmers Markets, and the annual Boulder County Fair. In addition, the Fairgrounds offers facilities for picnicking, camping, meeting spaces and a variety of events and shows.

## **SECTION II: MISSION STATEMENT**

The Boulder County Fairgrounds provides a multi-use public facility for arts, agriculture, equestrian activities, education, entertainment, and recreation in a fiscally sound and environmentally conscientious manner for the benefit of the community while providing economic stimulation and preserving the heritage and future of the County.

## **SECTION III: POLICY STATEMENT**

1. The Boulder County Fairgrounds operates under the management of the Parks & Open Space Department and direction of the Board of County Commissioners.
2. Major policy changes are reviewed by the Parks & Open Space Advisory Committee and are approved by the Board of County Commissioners.
3. Use of any facility at the Fairgrounds and property requires a Lease Agreement between the Tenant and Boulder County. No commercial activity is permitted on any Parks & Open Space property without written permission from the Director of the Parks & Open Space Department. At the discretion of the Director of the Parks & Open Space Department, the facilities may be closed and not available for rent on County holidays or any other day necessary.
4. Boulder County charges fees for use of Fairgrounds facilities and property. Fees are established by the Board of County Commissioners after a public hearing. Fee waivers may be granted in writing by the Board of County Commissioners after receipt of a written request.
5. Tenants must be aware of and abide by all policies, rules, and regulations regarding use of the Fairgrounds, including the "Rules and Regulations for County Open Space areas," as adopted by the Board of County Commissioners and amended periodically, a copy of which may be obtained from the Parks & Open Space Department or from the Fairgrounds Office.
6. Tenants are responsible for damages (above and beyond normal wear and tear) that occur during the contracted period.
7. Boulder County reserves the right to refuse to lease to anyone for any reason within its reasonable discretion and/or cancel any lease or service to anyone for non-compliance of any rules or regulations of Boulder

County.

8. Boulder County will not lease any portion of the Fairgrounds to any person or entity that intends to use exotic animals as a part of its lease, or any use of any persons or animals in a manner that Boulder County believes to constitute exploitation or abuse. For the purposes of this policy, an “exotic animal” shall be interpreted to mean any living non-domesticated animal species that is not being raised for agricultural purposes. This policy shall not apply to exhibits that Boulder County deems to be educational.
9. Boulder County will not lease any portion of the Fairgrounds to any person or entity for gun shows.
10. The Fairgrounds Scheduling Coordinator will advertise events open to the public on Fairgrounds’ marquees as space allows (limit of one line, 21 spaces per line) and on the Fairgrounds website.
11. Parks & Open Space staff will allow tenants conducting “historical events” (definition follows) preferential booking for those events and will offer protection to such tenants from new events that conflict with theirs.
12. The Parks & Open Space staff schedules “public sessions” (definition follows) based on a demonstrated interest from a significant number of Boulder County residents. Fees generated from each session should cover operating costs during the hours of each session.
13. Parks & Open Space staff will hold annual tenant meetings to solicit comments regarding the operation of the Fairgrounds.
14. Mail will be accepted at the Fairgrounds only if addressed to Boulder County government.
15. Vehicles parked in unauthorized locations may be towed at owner’s expense.
16. Tenants may place advertising/signage on designated banner areas only. No other signage is allowed unless authorized by the Fairgrounds Manager.
17. The Fairgrounds may be needed during an emergency. In such an emergency, events being held or to be held at the Fairgrounds may be canceled. Under such circumstances, rental deposits shall be returned with no other compensation due to event managers or their entities and with no additional liability to the County.
18. The Fairgrounds is a limited public forum, and as such, protest is allowed on the grounds subject to reasonable time, place, and manner restrictions.

#### **SECTION IV: SCHEDULING PROCEDURES**

1. Contact the Fairgrounds Scheduling Coordinator for date and facility availability.
2. All events are subject to review from the following Boulder County agencies: Parks & Open Space Department, Sheriff’s Office, Risk Management, and the Health Department; as well as the Mountain View Fire Protection District.
3. Tenant will pay a non-refundable deposit (25% of the total rental fee or \$100.00, whichever is greater) to hold the date and facility. The deposit will be listed on the lease agreement.

4. A Lease Agreement shall be entered into between the tenant and Boulder County for lease of any Fairgrounds facility.
5. The signed/completed Lease Agreement and proper insurance certificate (see below for insurance requirements) are due from the tenant sixty (60) days before the event.
6. The rent and security/damage deposit (\$100.00 or 25% of the total rental fee, whichever is greater, or as specified in the Private Party Policy) are due thirty (30) days before the event. The deposit will be held until after the event. If there are no damages, unpaid charges, or policy/contractual infractions, the deposit will be returned to the tenant.
7. A pre and post facility walk-through with Fairgrounds Staff must be completed by the tenant or waived by the Event Manager (or designee) prior to the event.
8. Setup/takedown fees will be charged when the rented facility is used before or after the actual day(s) of the event and when the use is for the sole purpose of setting up or removing equipment. Setup is limited to one day, and takedown is limited to one day. Additional day(s) for setup and takedown may be available; however, the Tenant may be charged the full rental fee for the additional time unless otherwise approved in writing. Tenant is responsible for his or her own setup/takedown. Full stall rental fees will be charged when livestock are placed in stalls, barns, and/or holding pens. Vendors are not allowed to arrive before the date stated in the Lease Agreement unless they are staying at the campgrounds.
9. Food concessionaires are required to also obtain or hold a current Colorado Retail Food Establishment License. A Retail Food License can be acquired from the Boulder County Health Department. A complete Boulder County Health Department Special Event Packet may also be required. Food concessionaires using facility kitchens must complete a Lease Agreement with the County and pay the appropriate rental fee.
10. Additional fees for equipment, setup, etc., will be billed after the event. Payment is due within thirty (30) days of the billing date.

#### **SECTION V: ALCOHOLIC BEVERAGES**

1. Only qualified adult nonprofit organizations with a Special Events Permit may serve/sell alcoholic beverages. Application for a Special Events Permit through the Board of County Commissioners must be made at least 90 days before the event. A public hearing will be held to approve/disapprove the permit.
2. Liquor liability insurance will be required to serve/sell alcoholic beverages.
3. Vendors who are authorized under the Lease Agreement between Boulder County and the Boulder County Farmers' Market will be allowed to serve samples, at no charge to the public, without a Special Events Permit. Boulder County Farmers' Market vendors must obtain a "Limited Winery Tasting Location Vinous Liquor" license from the State of Colorado and meet all County insurance requirements, as specified in the Lease Agreement between Boulder County and Boulder County Farmers' Market.

#### **SECTION VI: HISTORICAL DATES**

1. An organization that has held the same event on the same date for two consecutive years is recognized as

having an “historical date.” These dates will be reserved each year for these tenants. Event Lease Agreements for historical events will require payment of the total fee for the event if the event is canceled later than six months prior to the scheduled event.

2. No reservations for the fifth weekend of any month will be held for historical use. Reservations for fifth weekends will be granted on a first-come, first-served basis.

## **SECTION VII: CONFLICTING EVENTS**

1. An organization is eligible for protection from new events at the Fairgrounds that would compete directly with its event as set forth in this section.
2. “Conflict” means an event that is similar enough that it would compete with the existing event.
3. The Parks & Open Space Department will determine whether there is a conflict between a proposed event and a historical event.
4. The Parks & Open Space Department reserves the right to refuse or decline a booking if they determine there is a conflict with other events.
5. Event organizers may not change the nature of their event at any point if doing so will generate a conflict.

## **SECTION VIII: FIFTH WEEKENDS**

1. An organization with a historical date may shift its event to a 5<sup>th</sup> weekend without losing its historical date as set forth in this section. Confirmation for historical events will be set by August of the previous year.
2. If the tenant opts to move to the 5<sup>th</sup> weekend in any given year, the tenant will be able to return to its historical date the following year.
3. If the tenant elects not to shift to the 5<sup>th</sup> weekend, the date will be made available to other tenants in accordance with Fairgrounds policy; similarly, if a historical tenant moves an event to the 5<sup>th</sup> weekend, the weekend given up will be made available for rental by others.
4. This policy is available only for tenants with historical dates that are linked to holidays or follow dictates from national or regional parent organizations.
5. If two tenants with historical dates desire to shift their event to the same 5<sup>th</sup> weekend, the Parks & Open Space Department will determine which tenant will be able to shift, based on all pertinent factors.

## **SECTION IX: COUNTY GOVERNMENT USAGE**

1. Boulder County government may have use of Fairgrounds facilities, if available, without charge.
2. All government tenants are responsible for all setup, takedown, and cleanup for their events.



3. All government use must be scheduled within the regular operation hours of the Fairgrounds staff schedule (between 7:30 a.m. and 10:00 p.m.).

## **SECTION X: INSURANCE REQUIREMENTS**

1. Commercial general liability insurance policy with minimum limits as set forth by Boulder County for combined single limit for each occurrence.
2. Workers' compensation and employers' liability insurance which shall cover the obligations of the tenant in accordance with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado, if applicable.
3. Certificate of insurance shall indicate that policy will be in effect throughout the contracted period.
4. The insurance policy shall name "County of Boulder, State of Colorado, a body corporate and politic," as additional named insured and evidence this on the certificate of insurance.
5. Certificate of insurance shall show that the policy may not be canceled, terminated, changed, or modified without at least 30 days' written notice to Boulder County and any changes must be approved in writing by the County.
6. See Section V for insurance requirements concerning the serving or sale of alcohol.
7. The County's Risk Manager or County Attorney may waive in writing any or all insurance requirements.

## **SECTION XI: PUBLIC SESSIONS**

1. Public sessions are sponsored by Boulder County.
2. Public sessions are scheduled for indoor facilities if the facility has not been rented for other uses. Public sessions may be canceled should maintenance work necessitate closing facilities. An alternative site may be substituted, if available, in lieu of cancellation. The Parks & Open Space Department can adjust public sessions to meet demand.
3. Current public sessions are as follows:
  - Team Roping: Indoor Arena, Tuesdays, November-April.
  - Dog Training: various locations, Tuesdays/Wednesdays, year-round.
  - Open Riding: Indoor Arena, Wednesdays, November-April.
  - Barrel Racing: Indoor Arena, Thursdays, January-March.
4. Public sessions may be canceled by the Director of the Parks & Open Space Department if there is a lack of

demonstrated interest from the public. Public sessions are open to the public. Advance registration is not required. Public session participants must sign a waiver of liability for Boulder County.

5. Public session participants must pay a fee to use Fairgrounds facilities.
6. The Fairgrounds provides the facilities but does not provide special equipment or livestock necessary for some public sessions. Individual(s) may be designated by Fairgrounds staff to provide equipment/livestock for participants. Individual(s) may charge participants a nominal fee to use their equipment/livestock.

## **SECTION XII: TENANT RESPONSIBILITIES**

### **A. EVENT MANAGER’S RESPONSIBILITIES:**

1. Ensure that the signed Lease Agreement correctly reflects all information about the event.
2. Advertise the event, including directions to the Fairgrounds and a contact’s phone number for more information.
3. Arrange and pay for costs incurred to have utility locates before digging or placing poles in any area of the Fairgrounds.
4. Admit vendors/exhibitors/spectators into facility.
5. Ensure that every participant in the event manager’s event has signed the County’s waiver of liability form.
6. Pay for all fees when exhibitors/spectators are camping on the Fairgrounds but are not registered guests at the campgrounds (“dry camping”).
7. Coordinate and sign for all deliveries, pickups, etc.
8. Provide and supervise security.

Tenants wishing to have armed security at their events must obtain written permission from the Board of County Commissioners or the Director of Parks & Open Space at least 30 days before the event. At their discretion, the Board of County Commissioners or the Director of the Parks & Open Space Department may require sufficient armed security at an event. For all events with armed security, all armed security personnel must either: 1) hold a valid Armed Merchant Guard license issued by the City and County of Denver (or a similar license acceptable to the Director of the Parks & Open Space Department) and present such a license to the Fairgrounds Scheduling Coordinator 30 days prior to the event; or 2) be a Boulder County Sheriff’s Department deputy. At their discretion, the Board of County Commissioners or the Director of the Parks & Open Space Department may require the armed security at an event be provided by Sheriff’s Department deputies. In addition to the general liability insurance requirements listed above, events having armed security (unless Sheriff’s Department deputies are used) are required to provide false arrest and illegal detainment liability as well as endorsements for assault and battery and errors and omissions and to show this coverage on the certificate of insurance presented to the county. If armed security will be provided by a subcontractor, the subcontractor must provide proof of licensure and insurance coverage to the Fairgrounds Scheduling Coordinator 30 days prior to the event. Certificates showing proof of this coverage shall show the “County of Boulder, State of Colorado, a body corporate and politic” as additional insured.

9. Provide and supervise parking control, including informing vendors that leaving vehicles and storage units on the Fairgrounds prior to the Lease Agreement rental period is not permitted and that any such use of the Fairgrounds may result in ticketing and/or towing at the owner's and the event manager's expense.
10. Act as the representative from the event to communicate requests, concerns and/or problems with Fairgrounds staff members.
11. Adhere to all zero waste procedures and place all waste in designated waste receptacles, and break down all boxes (should refuse exceed dumpster capacity, tenant will pay for any and all additional waste service pickup(s)).
12. Stay at the facility until all spectators and exhibitors have left the premises.
13. Remove all decorations, personal belongings, and event-related materials, etc., from all facilities, including stalls, after the event.
14. Pay for damages to the facilities and/or any fees owed to the Fairgrounds by tenant's subcontractors, concessionaires, vendors, etc.

**FAILURE TO COMPLY WITH RESPONSIBILITIES LISTED ABOVE AND RULES & REGULATIONS OF BOULDER COUNTY AND OTHER APPLICABLE AGENCIES MAY RESULT IN TICKETING, FINES, EVENT CANCELLATION, LOSS OF ALL OR PORTION OF SECURITY DEPOSIT AND/OR CANCELLATION OF ALL FUTURE EVENTS.**

## SECTION XII: (CONTINUED)

### B. SAFETY & ENVIRONMENTAL RESPONSIBILITIES:

1. Parking is not permitted in assigned fire lanes or where otherwise posted “No Parking.” Violators may be ticketed and/or towed at owner’s expense.
2. Camping is permitted only at the campgrounds. Dry camping (“exhibitors/spectators camping outside the campgrounds”) will only be allowed when the campground is full or when prior approval is obtained from the Fairgrounds Manager. Tenants will be charged \$10.00 per day for dry camping. Dry campers are not entitled to use the restrooms/showers at the campgrounds facility. All wastewater must be retained and disposed of properly. Dry campers must be self-contained and CANNOT access any electricity or water on the Fairgrounds.
3. Cleaning vehicles/livestock trailers out onto Fairgrounds property is prohibited.
4. All waste must be placed in proper receptacles. All boxes must be broken down. If the refuse generated at the event exceeds the dumpster capacity, the tenant will be charged for additional trash service pickup(s).
5. Posting/placing promotional flyers/other materials on vehicles or facilities is prohibited.
6. Smoking is not permitted in County facilities or on County property.
7. Alcoholic beverages are not allowed at the Fairgrounds without a Special Events Permit and appropriate insurance coverage except for paid campers in the Campground who may possess alcoholic beverages for personal consumption at the Campground.
8. Mountain View Fire Protection District codes do not permit displays or booths to block fire lanes, exits, water fountains, restrooms, storage rooms, etc.
9. Flammable/combustible substances (including black powder) and heating devices (such as propane tanks) are not permitted in any facility. Fuel stoves (wood, corn, etc.) may be used for display purposes only.
10. Exhibit layouts are subject to approval by the Mountain View Fire Protection District.
11. Hypodermic needles, medical supplies, and/or veterinarian supplies must be disposed of in a safe manner.
12. Livestock/horses are not allowed in designated pedestrian areas, turf areas, or where otherwise posted “No Livestock.”
13. All animals must be leashed/penned/tied and under the control of the owner at all times. All animal refuse must be disposed of properly.
14. Skateboarding is not allowed.

**FAILURE TO COMPLY WITH RESPONSIBILITIES LISTED ABOVE AND RULES & REGULATIONS OF BOULDER COUNTY AND OTHER APPLICABLE AGENCIES MAY RESULT IN TICKETING, FINES, EVENT CANCELLATION, LOSS OF ALL OR PORTION OF SECURITY DEPOSIT, AND/OR CANCELLATION OF ALL FUTURE EVENTS.**

## SECTION XIII: FEE CATEGORIES

### **BOULDER COUNTY YOUTH NONPROFIT**

This fee category applies to any organization:

1. With 100% of its *membership* youth (18 years of age or younger), and
2. With a majority of its *membership* residing within Boulder County, and
3. That sponsors educational, civic, athletic or public service events on a nonprofit basis, and
4. Registered with the Secretary of State's office as a nonprofit organization, and
5. That provides proof of its nonprofit status, bylaws, and *membership* list to the Fairgrounds Scheduling Office annually, or
6. That is a 4-H club registered through the Boulder County Extension Office.

### **BOULDER COUNTY ADULT NONPROFIT**

This fee category applies to any organization:

1. With 80% or more of its *membership* residing within Boulder County, and
2. That sponsors educational, civic, athletic or public service events on a nonprofit basis, and
3. Registered with the Secretary of State's office as a nonprofit organization, and
4. That provides proof of its nonprofit status, bylaws and *membership* list to the Fairgrounds Scheduling Office annually.

### **NON-COUNTY, NONPROFIT**

This fee category applies to any organization:

1. With 79% or less of a group's *membership* residing within Boulder County, and
2. That sponsors educational, civic, athletic or public service events on a nonprofit basis, and
3. Registered with the Secretary of State's office as a nonprofit organization, and
4. That provides proof of its nonprofit status, bylaws and *membership* list to the Fairgrounds Scheduling Office annually.

### **STANDARD/COMMERCIAL**

This fee category applies to any individual, organization, or business not covered by either of the two above fee categories, including non-County, nonprofit groups.

## SECTION XIV: BOULDER COUNTY FAIRGROUNDS PARK FEE SCHEDULE

**NOTE:** The fees stated below are prices per day unless otherwise specified. A day is defined as Fairgrounds operation hours of **7:30 a.m. to 10:30 p.m.** A day will not be divided into hours unless an hourly fee is quoted in this fee schedule; nor will any facility be divided into sections of quarters or halves to lower the daily rental fee.

Rental of facilities Monday through Thursday will be discounted 50% off the fee stated below.  
Campground facility is exempt from weekday discount.

FACILITY	COUNTY YOUTH NONPROFIT	COUNTY ADULT NONPROFIT	NON- COUNTY NONPROFIT	STANDARD/ COMMERCIAL
<b>BARN A</b>	\$70.00	\$150.00	\$200.00	\$400.00
<b>W/PENS</b>	\$70.00	\$205.00	\$270.00	\$555.00
<b>BARN B</b>	\$45.00	\$150.00	\$200.00	\$400.00
<b>BARN C</b>	\$45.00	\$175.00	\$220.00	\$375.00
<b>W/IA RENTAL</b>	\$25.00	\$ 50.00	\$ 60.00	\$100.00
<b>EXHIBIT BUILDING</b>	\$110.00	\$400.00	\$500.00	\$1000.00
<b>EB KITCHEN</b>	\$60.00	\$75.00	\$100.00	\$125.00
<b>OUTDOOR EXHIBIT AREA</b>	\$25.00/ DURATION	\$50.00/ DURATION	\$75.00/ DURATION	\$100.00/ DURATION
<b>INDOOR ARENA</b>	\$ 55.00	\$175.00	\$220.00	\$500.00.00
<b>HEAT</b>	\$100.00	\$100.00	\$100.00	\$100.00
<b>IA KITCHEN</b>	\$25.00	\$50.00	\$60.00	\$75.00
<b>OUTDOOR ARENA</b>	\$40.00	\$175.00	\$220.00	\$440.00
<b>OA KITCHEN</b>	\$25.00	\$50.00	\$60.00	\$75.00
<b>*PICNIC SHELTER</b>	\$50.00	\$75.00	\$100.00	\$300.00
<b>NORTH PARKING LOT</b>	\$60.00	\$275.00	\$345.00	\$650.00
<b>SOUTH PARKING LOT</b>	\$30.00	\$75.00	\$95.00	\$400.00
<b>N. EAST PARKING LOT</b>	\$15.00	\$35.00	\$50.00	\$170.00
<b>FAIRGROUNDS PARKING LOT</b>	\$10.00	\$20.00	\$25.00	\$85.00
<b>MEETING ROOMS</b>	\$5.00/HOUR  \$25.00/MAX	\$10.00/HOUR  \$50.00/MAX	\$10.00/HOUR  \$60.00/MAX	\$15.00/HOUR  \$75.00/MAX

<b>EQUIPMENT &amp; SERVICES</b>	<b>COUNTY YOUTH NONPROFIT</b>	<b>COUNTY ADULT NONPROFIT</b>	<b>NON-COUNTY NONPROFIT</b>	<b>STANDARD/ COMMERCIAL</b>
<b>LABOR</b>	\$20.00/HOUR	\$20.00/HOUR	\$20.00/HOUR	\$20.00/HOUR
<b>OVERTIME LABOR</b>	\$30.00/HOUR	\$30.00/HOUR	\$30.00/HOUR	\$30.00/HOUR
<b>TRACTOR SERVICE</b>	\$50.00/HOUR	\$50.00/HOUR	\$50.00/HOUR	\$50.00/HOUR
<b>DUMPSTER PICKUP (when refuse generated from an event exceeds the dumpster capacity)</b>	\$315.00	\$315.00	\$315.00	\$315.00
<b>CONCESSION SPACE</b>	\$25.00/EACH PER DAY	\$25.00/EACH PER DAY	\$25.00/EACH PER DAY	\$25.00/EACH PER DAY
<b>CHAIRS</b>	\$0.50/EACH	\$0.50/EACH	\$0.50/EACH	\$0.50/EACH
<b>TABLES</b>	\$5.00/EACH	\$5.00/EACH	\$5.00/EACH	\$5.00/EACH
<b>BLEACHERS</b>	\$15.00/EACH	\$15.00/EACH	\$15.00/EACH	\$15.00/EACH
<b>REPLACE KEYS</b>	\$100.00/SET	\$100.00/SET	\$100.00/SET	\$100.00/SET
<b>REPLACEMENT MICROPHONE</b>	\$400.00/EACH	\$400.00/EACH	\$400.00/EACH	\$400.00/EACH
<b>**STALLS/PENS</b>	\$5.00/NIGHT YOUTH MUST CLEAN	\$8.00/NIGHT + \$5.00 ONE-TIME CLEANING FEE	\$8.00/NIGHT + \$5.00 ONE-TIME CLEANING FEE	\$8.00/NIGHT + \$5.00 ONE-TIME CLEANING FEE
<b>DAMAGES</b>	REPLACEMENT + LABOR	REPLACEMENT + LABOR	REPLACEMENT + LABOR	REPLACEMENT + LABOR
<b>***PUBLIC DOG SESSIONS</b>	\$4.00/PER DOG	\$4.00/PER DOG	\$4.00/PER DOG	\$4.00/PER DOG
<b>***PUBLIC HORSE SESSIONS</b>	\$5.00/PER HORSE	\$5.00/PER HORSE	\$5.00/PER HORSE	\$5.00/PER HORSE

Setup and takedown days will be charged at a rate of 25% of the daily rental fee. Setup and takedown are limited to one day each; regular daily rental fees shall apply for setup/takedown exceeding one day each unless otherwise approved.

\*Additional portable toilets must be supplied, at the tenant's expense, for parties exceeding 100 people. Family picnics are subject to the County Adult Nonprofit rate.

\*\*Stall cleaning fee will be waived if tenant cleans stalls to the center aisle.

\*\*\*There will be additional costs, payable to the provider, for use of the electric eye for barrel racing; mats & rings for dog training; and cattle for team roping.

## BOULDER COUNTY CAMPGROUND RENTAL FEES

*Boulder County Campgrounds Facility is exempt from weekday discounts.*

*Camping sites are limited to 6 people per site.*

	COUNTY YOUTH NONPROFIT	COUNTY ADULT NONPROFIT	NON- COUNTY NONPROFIT	STANDARD/ COMMERCIAL
NO HOOKUPS	\$15.00	\$15.00	\$15.00	\$15.00
WATER <u>OR</u> ELECTRIC	\$20.00	\$20.00	\$20.00	\$20.00
WATER <u>AND</u> ELECTRIC	\$25.00	\$25.00	\$25.00	\$25.00
DUMP STATION NON-GUESTS	\$10.00	\$10.00	\$10.00	\$10.00
DRY CAMPING STAFF APPROVED ONLY	\$10.00	\$10.00	\$10.00	\$10.00



## **BARN A**

### **SIZE**

Overall: 80' x 325'  
Enclosed: Foyer area is 60' x 24' and Main Room is 74' x 78'  
Show Ring: 30' x 50'

**SEATING CAPACITY** (Enclosed Portion): 350

### **AVAILABLE FOR RENTAL**

Enclosed: 110 volt electricity, heat, lights, restrooms and drinking fountain, PA system, and keys.

Outside: 177 pens (6'x6'), 1 show ring, 9 show pens, 12 wash pens, 110 volt electricity, lights, portable PA system (if available, upon request).

### **RULES**

1. Public parking is available in the lot northwest and/or south of Barn A. Limited handicapped parking is available north of Barn A.
2. Loading/unloading livestock is to be conducted east of the barn. All livestock trailers shall park in the grassy area south of the campgrounds.
3. Pens/cages must be cleaned by tenant immediately following the event. Bedding must be removed to the far east end of the barn. The County will provide rakes and wheelbarrows when available. No manure or droppings may be placed in trash containers. If refuse generated exceeds the dumpster capacity, the tenant will be charged for additional trash service pickup(s).
4. Aisles must be kept open at all times.

## **BARN B**

### **SIZE**

Overall: 80' x 250'  
Show Ring: 34' x 28'

### **SEATING CAPACITY**

Show Ring: 50

### **INCLUDED IN RENTAL FEE**

278 pens (6' x 6'), 1 show ring, 7 show pens, 12 wash pens, 110 volt electricity, lights, PA system

### **RULES**

1. Public parking is available in the lot east of Barn B (East Lot) or in the South Lot. Limited handicapped parking is available in the East Lot. Additional handicapped spaces may be allocated by the tenant.
2. Loading/unloading livestock is to be conducted east of the barn. All livestock trailers shall park in the grassy area south of the campgrounds.
3. Pens must be cleaned by tenant immediately following the event. Bedding must be removed to the far east end of the barn. The County will provide rakes and wheelbarrows when available. No manure or droppings may be placed in trash containers. If the refuse generated exceeds the dumpster capacity, the tenant will be charged for additional trash service pickup(s).
4. Aisles must be kept open at all times.

## **BARNS C, D, E, & POLE BARN**

### **SIZE**

BARN C:	80' x 250' (open barn)
BARN D:	35 stalls, each 10' x 10' (1/2 stalls, 1/2 open)
BARN E:	87 stalls, each 10' x 10'
POLE BARN:	48 stalls, each 10' x 10'

### **INCLUDED IN RENTAL FEE**

BARN C:	Lights, electricity, water, and wash racks.
BARN D:	Lights, electricity, water, wash racks, individual locks on each stall.
BARN E:	Lights, electricity, water, wash racks, individual locks on each stall.
POLE BARN:	Lights electricity, water, individual locks on each stall.

### **RULES**

1. Tenant must sign the County's liability release form prior to using the horse stalls.
2. Public parking is available in the East Lot or in the South Lot. Limited handicapped parking is available in the East Lot.
3. Tenant must provide a stall manager whose responsibilities shall include, but not be limited to, regulating stall use and collecting stall fees.
4. Stalls doors must not be removed or altered.
5. Stall managers shall ensure that all stalls in a barn are filled before using stalls in another barn.
6. Livestock trailers should be parked in the grassy area south of the campgrounds.
7. Tenant must provide bedding material, feed, equipment, etc.
8. Tenants are encouraged to clean all stalls used during their event. Bedding is to be removed thoroughly from each stall and placed in the center aisle of the barn. The County will provide rakes and wheelbarrows when available. Additional fees will be charged to the tenant if the County must clean their stalls. If the refuse generated exceeds the dumpster capacity, the tenant will be charged for additional trash service pickup(s).
9. Aisles must be kept open at all times during the event.

## **CAMPGROUNDS FACILITIES**

### **SIZE:**

96 sites total, all with access to electric (30-50 amps).

7 Sites with 30 amp electric, no water.

45 sites with 30 amp electric, no water.

8 sites with 50 amp electric and water with pull through extended length.

36 sites with 30-50 amp electric and water.

### **INCLUDED IN RENTAL FEE**

RV restroom/shower facilities (open March through October) and use of dump station.

### **RULES**

1. The campground is open year-round.
2. This campground is a recreational facility for Fairgrounds tenants and visitors. Guests are limited to a maximum stay of 14 days within a given calendar year. Under extenuating circumstances, extensions may be granted by the Fairgrounds Manager.
3. Restroom/shower facilities are secured for registered/paid guests only. For the safety and consideration of all guests at the campgrounds, the combination to the restroom/shower facilities should be kept confidential.
4. Payment is required at time of check in. Guests must pay for camping spaces according to the fee schedule. No refunds will be issued; campground guests should plan their stays carefully.
5. Checkout time is 10:00 a.m. Campers may be charged for another day if checkout is not completed by 10:00 a.m.
6. Quiet hours are from 9:00 p.m. to 6:00 a.m. daily.
7. No one under the age of 18 will be allowed to rent a space. Minors must be supervised by an adult at all times. Unattended minors will not be allowed to stay on the premises.
8. Pets must be on a leash and supervised at all times. Pet owners must clean up after their pets. No pets are allowed in the restroom/shower facilities. No bathing of pets in the campground.
9. Livestock/horses are not allowed in the campgrounds at any time.
10. All waste must be put in proper receptacles located by the campgrounds office. Sites must be kept and left clean at all times. Grey and black water must be dumped at the dump station -- violators will be ticketed and/or fined.
11. Placing nails in trees and hanging items from trees is prohibited.
12. The County reserves the right to refuse and/or cancel service to anyone for non-compliance of any of the above rules or any regulations of Boulder County.
13. All RVs, campers and related vehicles must be legal. No modifications or major repairs shall be conducted

while in the campground.

14. Campers may not be stored at the campground; someone must be staying in the camper/RV while on site.
15. Tent and car camping is prohibited.

## EXHIBIT BUILDING

### SIZE

Overall: 200' x 200' (35,000 square feet)  
Meeting Room: 24' x 28' (carpeted)  
Kitchen: 20' x 25'

### CAPACITY

Main Building: 2,000-3,000  
Meeting Room: 50

### AVAILABLE FOR RENTAL

Main Building: restrooms, vehicle entrance doors, heating/air conditioning, electricity, lighting, PA system, pull-down electrical outlet extensions, drinking fountains, keys, exhibitor parking area, public parking area, and handicapped parking area.

Meeting Room: restrooms, drinking fountains, heating/air conditioning, electricity, lighting, tables, chairs, keys, parking area.

Kitchen: (for limited food preparation only) 2 commercial refrigerators, commercial freezer, commercial sinks, hand sink, coffee maker, deep fat fryer, grill, four-burner stove, commercial ice machine, counter space, indoor and outdoor service windows.

### RULES

1. Exhibitor parking is available in the lot west of the building. Exhibitors are not allowed to arrive/setup before the date stated in the Lease Agreement.
2. Public parking is available in the lot north of the building.
3. Handicapped parking is provided along the fence on the north side of the Exhibit Building.
4. No loading, unloading, and/or parking is allowed on the east side of the Exhibit Building. The kitchen concessionaire may load/unload supplies into the kitchen from the east side, but must relocate vehicle(s) to the designated space(s) in the Midway Lot after unloading.
5. Exhibitor layout must conform to layouts approved by the Mountain View Fire Protection District and available electricity location/load.
6. The county is not responsible for security during tenant's use. Tenant must lock doors, windows, and gates; and turn off lights in building.
7. Any vehicle left inside the building for purposes other than loading/unloading must have a fuel tank that is nearly empty, the fuel tank lid taped closed, the battery disconnected, and cardboard/carpet must be provided underneath each vehicle.
8. Driving vehicles into the Exhibit Building for purposes of loading/unloading is discouraged. If absolutely necessary, said driving should be kept to a minimum and all vehicles must leave the Exhibit Building immediately after loading/unloading.
9. If kitchen is rented, the kitchen and all equipment must be cleaned immediately following event. Grease must be removed/disposed of properly. No food is to be left in the kitchen after the end of the event. "Microwave In Use" signs should be prominently displayed by tenant or their concessionaire when applicable.
10. If the meeting room is used, all areas must be left in a clean and orderly manner. Tables and chairs may be rearranged, but must be returned to their original placement before tenant leaves. Tables and chairs may not be removed from the meeting room. Lights must be turned off and doors must be locked securely when tenant leaves the building.

## INDOOR ARENA

### SIZE

Overall:	150' x 250'
Arena:	90' x 188'
Warm-up Arena:	150' x 60'
Kitchen:	25' x 12'
Office:	25' x 12'

### SEATING CAPACITY

Permanent Bleachers: 1,300

### AVAILABLE FOR RENTAL

Arena: dirt floor, arena watered/worked once daily, warm-up arena, wash racks, walk-through/ride-through gates, calf holding pens, calf chute, calf return, announcer's platform, office, electrical outlets every 10', lights, PA system, permanent bleachers, restrooms, drinking fountains, keys.

Concession Stand: (kitchen is for limited food preparation only -- there is no hood system in this kitchen) commercial refrigerator, commercial sink, hand sink, counter space, 220 electrical outlet, indoor and outdoor service windows.

### RULES

1. There is to be no excavation of the arena surface.
2. Public parking is available in the East Lot or in the South Lot. Limited handicapped parking is available in the East Lot.
3. Facility shall not be modified by tenant, including rails, unless authorized and overseen by Fairgrounds staff.
4. Loading/unloading livestock must be conducted east of the Indoor Arena. After unloading, livestock trailers can park in the grassy area south of the campgrounds. Vehicles are allowed inside the arena to load/unload only and must be removed immediately after.
5. Livestock must be kept at least 25' away from the concession stand.
6. Livestock are not allowed in front of, alongside of, or behind bleachers, restrooms, concession stand, office, or exits.
7. If kitchen is rented, the kitchen and all equipment must be cleaned immediately following the event. Frying food is prohibited in the kitchen. No food is to be left in the kitchen after the end of the event. "Microwave In Use" signs should be prominently displayed by tenant or their concessionaire when applicable.
8. Use of Indoor Arena and warm-up arena is limited to contracted dates and times only.
9. Aisles must be kept clear at all times. Due to limited space and safety considerations, vendors are not permitted to block paths or exits inside the Indoor Arena building.
10. The warm-up arena may only be used with rental of the Indoor Arena.
11. Tenants will be charged to use Barn C.
12. Tenants are required to sign the county's General Release of Liability prior to use of the Indoor Arena.
13. Livestock are not allowed to stay overnight in the warm-up arena or the Indoor Arena without prior approval from Fairgrounds staff.

## OUTDOOR ARENA

### SIZE

Arena: 300' x 180'  
Kitchen: 20' x 40'

### SEATING CAPACITY

Permanent Bleachers: 5500

### AVAILABLE FOR RENTAL

Arena: dirt floor, arena watered/worked once daily, loading ramp, warm-up arena, bucking chutes, holding pens, elevated announcer's booth, storage/computing shed, stock tanks, 220 and 110 electrical outlets at announcer's booth, ticket booth, PA system, permanent bleachers, restrooms, keys.

Kitchen: Limited menu items are allowed to be prepared in this kitchen, sink, hand sink, refrigerator, counter space, 220 electrical outlet, and indoor and outdoor service windows.

### RULES

1. Public parking is available in the North Lot. Handicapped parking is available in the North Lot.
2. Loading and unloading of livestock must be conducted east of the Outdoor Arena. Livestock trailers should park in the grassy area south of the campgrounds or in the eastern portion of the North Lot. Vehicles are allowed inside the arena to load and unload but must be removed immediately after.
3. Livestock are not allowed to stay overnight in the warm-up arena or the Outdoor Arena without prior approval from Fairgrounds staff. Holding pens at the Outdoor Arena should be used for this purpose.
4. Use of the Outdoor Arena and warm-up arena are limited to contracted dates and times only.
5. Tenant must staff the ticket booth and provide security for this area.
6. Tenant must empty and clean water troughs immediately after event.
7. If kitchen is rented, the kitchen and all equipment must be cleaned immediately following the event. No food is to be left in the kitchen after the end of the event. "Microwave In Use" signs should be prominently displayed by the tenant or their concessionaire when applicable. Frying food is not allowed in the kitchen.
8. The Boston Road entrance should be used for all events being held in the Outdoor Arena.
9. Tenants are required to sign the county's General Release of Liability prior to use of the outdoor Arena.



## **PARKING LOTS**

### **MIDWAY**

#### **CAPACITY**

500 vehicles (estimate) 350 x 410

### **NORTH LOT**

#### **CAPACITY**

1,500 vehicles (estimate) West side 485 x 580 / East side 250 x 580

### **SOUTH LOT**

#### **CAPACITY**

1,000 vehicles (estimate) 418 x 560

## **PICNIC SHELTER & PARK**

### **SIZE**

Grassy Area: 350' x 450'  
Shelter: 40' x 40'

### **INCLUDED IN RENTAL FEE**

Restrooms [2] (opened seasonally), block & steel grills [4], picnic tables [10] (seat approximately 8-10 people each), electricity (limited), lighting, volleyball net & play area, horseshoe pits [2], waste receptacle, water (seasonal).

\*The Picnic Shelter and Park is not available on July 4<sup>th</sup> or during the Boulder County Fair.

### **RULES**

1. No loitering is allowed.
2. Parking is available in the South Lot.
3. No vehicles are allowed within the confines of the Picnic Shelter without prior approval from Fairgrounds staff.
4. No horses/livestock are allowed within the confines of the Picnic Shelter.
5. Fires are allowed in grills only.
6. Amplified music is allowed only at reasonable levels and only during the hours of 10 a.m. and 10 p.m.
7. Tenant must provide charcoal, starter fluid, volleyball, horseshoe stakes and horseshoes.
8. Additional portable toilets must be provided, at tenant's expense, for events with 100 or more people attending.
9. Alcoholic beverages may be served/sold if the group serving/selling the alcoholic beverage is an adult non-profit organization with an approved Special Events Permit from the Board of County Commissioners. Tenant must provide the County with a Certificate of Liquor Liability Insurance naming Boulder County as an additional insured at least 60 days before the event.
10. Tenants wishing to have large events (over 100 people), pig roasts, musical events, dog shows, etc., at the Picnic Shelter, must discuss arrangements with the Fairgrounds Scheduling Coordinator at the time of contracting. Special limitations/requirements may apply.

## **PUBLIC PRACTICE ARENA**

### **CAPACITY**

10 horses

### **RULES**

1. The public practice arena is open for public use at no charge seven days a week from sunrise to sunset; however, Fairgrounds management reserves the right to prohibit use of the arena if such use interferes with the operation of other events.
2. Use of the practice arena is on a first-come, first-served basis.
3. The practice arena cannot be reserved.
4. Use of the practice arena is limited to one hour per use.
5. Livestock cannot be left in the practice arena.
6. The public practice arena will be watered/worked as time allows.



## Board of County Commissioners

TO: Marta Loachamin, Chair  
Claire Levy, Vice Chair  
Matt Jones, Commissioner

FROM: Robin A. Valdez

DATE: September 6, 2022

SUBJECT: Boards & Commissions – Appointments

ACTION  
REQUESTED: Decision

### VACANCIES & APPOINTMENTS

#### **Cultural Council** (Three Vacancies)

Re-Appointment Request:	Larry Kaptein	(Member-at-Large)
New Applicants:	Valerie Abramovich	(Member-at-Large)
	Nicholas Eliasson	(Member-at-Large)
	Kristen Fledderjohn	(Member-at-Large)
	Gwyneth Burak	(Member-at-Large)

NON-PROCUREMENT DOCUMENTS ONLY  
ROUTE THROUGH DOCUSIGN – NOT ORACLE

## ROUTING COVER SHEET

<b>Document Details</b>	
<b>Document Type</b>	Grant Application
<b>Parties</b>	
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Community Planning & Permitting
Division/Program	Transportation Planning
Mailing Address	<b>P.O. Box 471, Boulder, CO 80306</b>
Contract Contact – <i>Name, email</i>	Alex Hyde-Wright, ahyde-wright@bouldercounty.org
Invoice Contact – <i>Name, email</i>	Alex Hyde-Wright, ahyde-wright@bouldercounty.org
<b>Other Party Contact Information</b>	
Name	US Dept of Transportation
Mailing Address	1200 New Jersey Ave SE, Washington, DC 20590
Contact 1 – <i>Name, title, email</i>	Cheryl J. Walker, Associate Administrator for Safety cheryl.walker@dot.gov
Contact 2 – <i>Name, title, email</i>	
<b>Term</b>	
Start Date	Oct 1, 2022
Expiration Date	Sept 30, 2025
<b>Brief Description of Work/Services Provided</b>	
Complete Boulder County's Vision Zero Action Plan, including developing implementation schedule for safety countermeasures and equity analysis of projects. Develop Action Plans for Lafayette and Superior transportation safety efforts.	
<b>Revenue Contract/Lease Details</b>	
Amount	\$592,000
Fixed Price or Not-to-Exceed?	Not-to-Exceed
<b>Grant Details</b>	
Award # (if any)	\$592,000
Signature Deadline	Sept 15, 2022
Project/Program Name	Safer Streets & Roads For All (SS4A)
Project/Program Start Date	Oct 1, 2022
Project/Program End Date	Sept 30, 2025
Capital or Operating?	Operating
<b>Grant Funding</b>	
Amount: Federal Funds	\$473,600
Amount: State Funds	
Amount: Other (specify)	\$40,900 from Lafayette, \$22,800 from Superior
Amount: Match (dollars)	\$54,700 from Boulder County
Amount: Match (in-kind)	
<b>Total Project Budget</b>	\$592,000
Account String	102403, 111-25233-1031-RM11
<b>Federally Funded Grants</b>	
Federal Program Name	Safer Streets & Roads For All (SS4A)
CFDA #	20.939 -- Safe Streets and Roads for All
<b>Subrecipients</b>	

NON-PROCUREMENT DOCUMENTS ONLY  
ROUTE THROUGH DOCUSIGN – NOT ORACLE

Name(s)	
Services to be Provided	
Subaward Amount	
<b>Subcontractors</b>	
Name(s)	
Services to be Provided	
Subcontract Amount	
<b>File Net Contract Details</b> - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	
Start Date	
End Date	
Amount	
<b>Notes</b> Additional information not included above	

**DocuSign Approvals (Initials):** Drop **initial tags** for each of the required approvers below

    *ca*     **County Attorney** [ONLY FOR: Revenue Contracts, Leases, Grant Documents]

    *BM*     **Finance** [ONLY FOR: Leases, Grant Documents]

    *EO*     **EO/DH** [ONLY FOR: BOCC-Signed Documents]



## Community Planning & Permitting

Transportation Planning Division • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930  
Website: [www.bouldercounty.org/transportation/multimodal](http://www.bouldercounty.org/transportation/multimodal)

DATE: September 8, 2022

TO: Boulder County Board of County Commissioners

FROM: Kathleen Bracke, Deputy Director, Community Planning & Permitting – Transportation Planning

CC: Dale Case, Director, Community Planning & Permitting  
Alex Hyde-Wright, CP&P – Transportation Planning

RE: Request for Boulder County support for Safe Street and Roads for All (SS4A) Grant Application

Boulder County Commissioners,

Boulder County staff, in conjunction with the City of Lafayette and the Town of Superior, have developed a joint application for the upcoming Safe Streets and Roads for All (SS4A) grant funding opportunity. This is the first round of funding that has been made available as part of the new SS4A discretionary program that was established by the Bipartisan Infrastructure Law. The SS4A grant program highly encourages joint or partnership applications that engage multiple jurisdictions in the same region. In order to advance work on our collective Vision Zero and transportation safety goals, it was decided to do a joint application with Lafayette and Superior, with Boulder County as the lead applicant.

Funds from this grant will go towards completing the County's Vision Zero Action Plan, which will develop a comprehensive set of site-specific projects, strategies, and countermeasures for reducing fatal and serious injury crashes. These projects and strategies will be prioritized, with an implementation schedule developed. Equity impact assessments will also be completed for the projects in order to make sure that underserved communities are being taken into consideration. Once the Action Plan is completed, the County will be eligible to apply for SS4A implementation funding in future rounds. Lafayette and Superior will also be developing Vision Zero Action Plans for their respective jurisdictions with this funding.

The cost shares for each of the participating agencies are provided below, with the portion of local matching funds anticipated to be provided by Boulder County shown in bold text:

- a. Total project budget: \$592,000
  - i. Federal request: \$473,600
  - ii. Local match from Lafayette: \$40,900
  - iii. Local match from Superior: \$22,800
  - iv. Local match Boulder County: \$54,700**

Matt Jones County Commissioner    Claire Levy County Commissioner    Marta Loachamin County Commissioner

The source of the County's portion of our local matching funds will be the County's Road & Bridge Fund in CY 2023 (RM11), included in the county's proposed budget.

Staff is seeking approval from the Boulder County Commissioners to submit this application for the Safe Streets and Roads for All grant funding opportunity on behalf of Boulder County, Lafayette, and Superior. If this application is awarded funding from the SS4A program, staff will return to the Board of County Commissioners for further action on proposed inter-agency agreements.

Action

Request for approval of grant application submittals on or before September 15, 2022.

BOCC Signature if Approved:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Boulder County is partnering with the Lafayette and Superior communities (see map of participating communities), to obtain SS4A Grant funding to develop a Comprehensive Action Plan.

Boulder County has developed a VZ Action Plan, and their leadership has adopted VZ goals, timeline and Planning Structure. They have performed preliminary safety analysis and established high crash locations and HINs. They have an established engagement and collaboration plan with Boulder County communities and residents. The Lafayette and Superior communities will establish these VZ Action Plan components through this grant.

Most components of this work effort should take 12 months to complete and include:

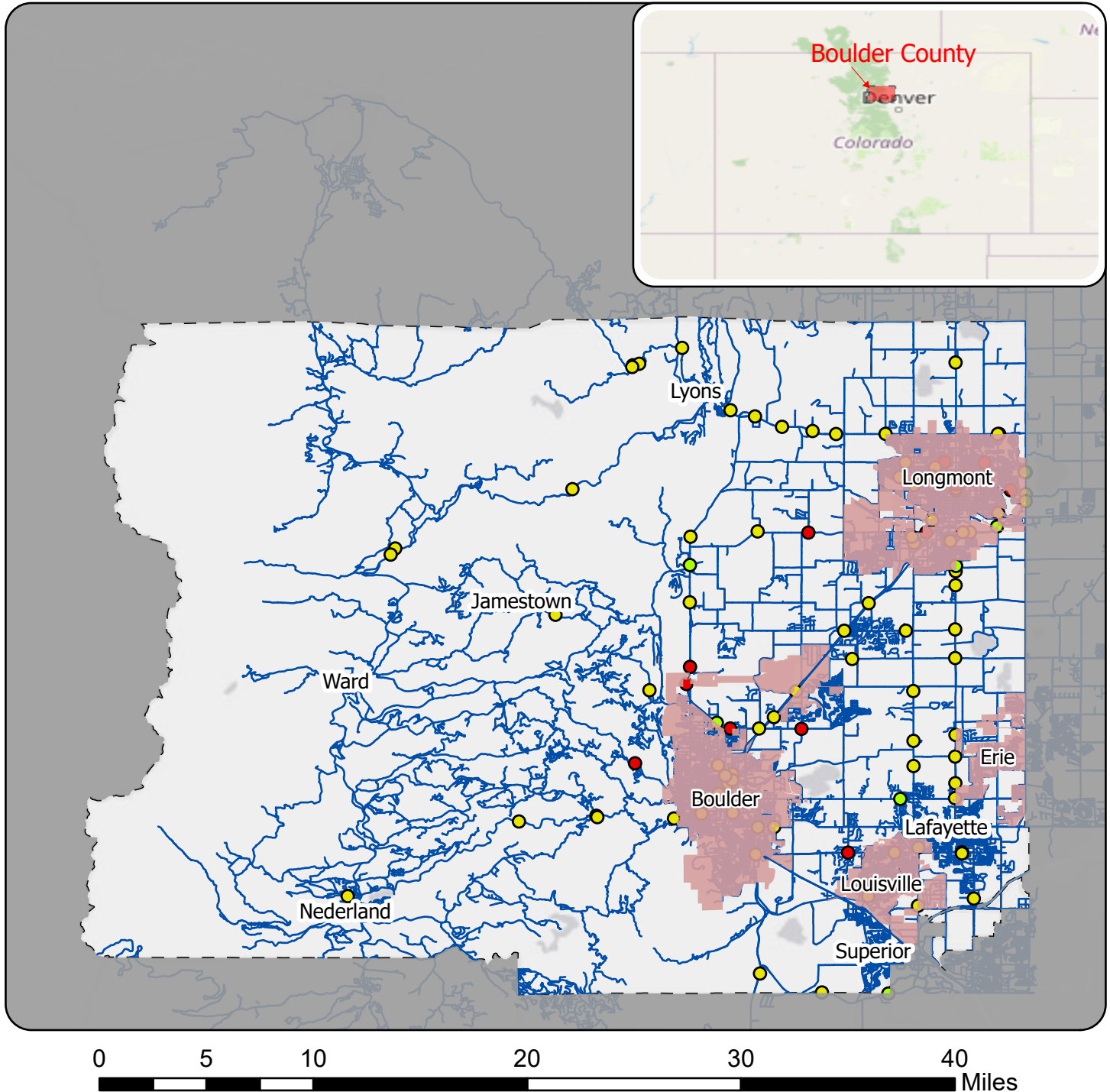
- For all partners, the development of crash analysis tools, cleaning of crash data and execution of crash analysis. Using these tools for a five-year period to evaluate grant action performance.
- Collection of pedestrian, bicycle and vehicle counts, as well as vehicle speed and geometric data at locations to inform technical analyses and prioritization.
- Public process/outreach with stakeholders that allows for both equitable community representation and feedback from underserved and vulnerable populations. This includes public meetings, local advertisement and collaboration with on-going state and regional planning commission efforts.
- Develop prioritized list of innovative safety projects for each community to be eligible for implementation grants.
- Perform an initial equity impact assessment of each project as part of the prioritization process.
- If appropriate, perform supplemental planning activities including development of a speed management plan and a bicycle facilities plan.

For equity scoring, only 4.5% of the population represented in this grant application, live in underserved communities per census assessment. However, the State of Colorado assessment suggests that 25% of this population lives in “Disproportionately Impacted Communities” (similar criteria). Please consider this equity information when evaluating this grant application.

The work tasks outlined in this grant request are scalable if needed.

# Boulder County Combined Action Plan

## Vicinity Map



- Vehicle Occupant Fatality
- Bicyclist Fatality
- Pedestrian Fatality
- Streets
- Non-Participating Communities



## **SS4A - Scope of Work and Fee Estimate summation**

The following is a bullet-point list of work task categories and the funding level that I recommend you request for each work task and in total. These are the general categories, work tasks and assumptions which I made in putting together the cost estimates. Please feel free to edit higher or lower when you put together your grant application. I've attached spreadsheet with a more detailed breakdown.

### **1. Project Coordination**

- Assumed preparation, attendance and documentation for bi-weekly one hour meeting for 18-month time period for two consultant staff on average.
- Cost Estimate - [\\$36,000](#)

### **2. Public Process and Outreach**

- Assumed consultant support for future public outreach tools and consultant attendance when needed at future public meetings for Boulder County, Lafayette and/or Superior.
- Assumed costs by the Partnership for setting up and running public meetings and doing public outreach, including collaboration with state-wide, DRCOG and Boulder County Public Health and Safety campaigns.
- Assumed costs for subscriptions and/or software for more advanced on-line outreach (Konveio for example).
- Cost Estimate - [\\$85,000](#)

### **3. Develop Crash Analysis Tools and clean crash data**

- Determine appropriate crash analysis tools for each community and work with developers to implement them (DiExSys, Crash Magic, PBCAT, etc...)
- Work with developers and/or consultants to clean crash data for use in the tool (assumed 10 years of crash data based on Boulder County email).
- Cost Estimate - No consultant fees assumed, rather it is based on implementation costs plus five-year subscription to PD Programming's Crash Magic (since that is used by several Boulder County Agencies) - [\\$86,000](#)

### **4. Perform Detailed Crash Analysis for Partnership communities**

- Use Crash Analysis Tools and clean data to determine high crash locations, High Injury Networks (HIN) and potential mitigation strategies for each.
- Town of Superior performs "Near Miss Evaluation" using Transsoft Solutions software
- Equity impact assessments for strategies.
- Develop and implement prioritization process to develop list of capital projects and other strategies, such as changes to policies, planning efforts and standards.
- Prepare robust deliverable report which details all of these materials and highlights next steps for each community.
- Cost Estimate - [\\$209,000](#)

5. Data Collection for Prioritization Process
  - ADT, Speed and TMCs assumed for 50 blocks and 50 intersections
  - Consulting services to arrange and process data
  - Cost Estimate - \$40,000
6. Supplemental/Complementary Planning Efforts (City of Lafayette)
  - Develop NSMP Guidelines.
  - Develop Bicycle Facility Design Community Practice and Plan.
  - Review traffic signal timing for best safety practices.
  - Develop crash prevention and evaluation protocol including coordination with hospital on serious injury and multi-departmental task force for crash investigation and stakeholder list for education/outreach.
  - Cost Estimate - \$136,000
7. TOTAL GRANT APPLICATION FUNDING REQUEST = **\$473,500 TOTAL GRANT FUNDING TO REQUEST**  
**(\$592,000 GRANT FUNDS NEEDED MINUS \$118,500 MATCHING FUNDS (20%) FROM THE PARTNERSHIP).**

# Action Plan Application Template

replace the NOFO. Applicants should follow the instructions in the NOFO to correctly apply for a grant. While using this template, please use its use to provide elements of the required application information. Additional information is required, to be submitted separately. See page 2 of this template and the SS4A website for more information about required materials: <https://www.transportation.gov/SS4A>

Lead Applicant: Boulder County (unincorporated)

UEI: \_\_\_\_\_

Funding request:  
(choose one)



### New Action Plan

Create a new conforming Action Plan



### Complete Action Plan

Complete or update components of an existing plan(s) to create a conforming Action Plan



### Supplemental Planning Activities

Additional planning activities must have a conforming Action Plan documented by a Self-Certification Eligibility Worksheet

Applicant(s)	Jurisdiction Population (#)	NOFO Criterion #1		NOFO Criterion #2	
		Total Count Motor Vehicle-Involved Roadway Fatalities 2016 – 2020 (#)	Alternative Fatality Data Optional (indicate source below)	Average Annual Fatality Rate (per 100,000 population)	Percent of Population in Underserved Communities Census Tracts (%)
	<div>U.S. Census Data</div>	<div>FARS Data</div>			<div>U.S. Census Data</div>
Total Value for Application:	71,370	69		19.3400000000	4.40 %

If submitting a joint application, provide the aggregated values for the full plan area in this row.

If submitting a joint application, provide the individual values for the lead applicant and each joint applicant's individual portion of the plan area in the rows below.

Lead Applicant:

Boulder County	30,126	61		40.5000000000	10.42 %
Joint Applicant(s):					
1 City of Lafayette	27,952	6		4.2900000000	0.00 %
2 Town of Superior	13,292	2		3.0100000000	0.00 %
3					%
4					%

If more than 4 joint applicants, attach a separate table with additional rows for each additional joint applicant



322,510 (total BC from 2019 census)  
-108,777 (Boulder from Google)  
-95,864 (Longmont from Google)  
-19,342 (Louisville from Google)  
-27,157 (Erie from Google)  
=71,370

# Safe Streets and Roads for All Action Plan Application Template

## Lead Applicant's State:

Mark "NA" if a Federally recognized Tribal government

CO \_\_\_\_\_

Additional State **#1** that this Action Plan grant will serve: \_\_\_\_\_

Additional State **#2** that this Action Plan grant will serve: \_\_\_\_\_

## Funding Request for Lead Applicant's State (\$):

Provide total cost if a Federally recognized Tribal government

\$ \_\_\_\_\_

Funding request for Additional State **#1** (\$):

\$ \_\_\_\_\_

Funding request for Additional State **#2** (\$):

\$ \_\_\_\_\_

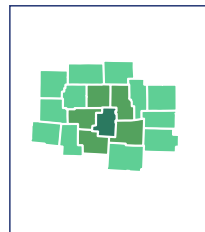
NOFO Criterion #3

## Narrative:

(300-word limit)

Remember to provide separately:

### Map



### Required Forms



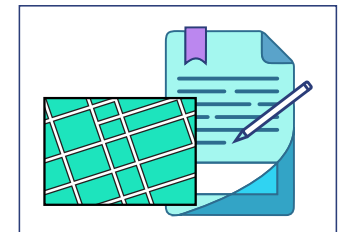
**SF-424** Application for Federal Assistance  
**SF-424A** Budget Information for Non-Construction Programs  
**SF-424B** Assurances for Non-Construction Programs  
**SF-LLL** Disclosure of Lobbying Activities  
 Apply to Grants.gov package: PKG00274330

### Self-Certification Eligibility Worksheet

Only Required for Supplemental Planning Activities



### Other Documentation Optional





## Office of Financial Management

2020 13th Street • Boulder, Colorado 80302 • [finance@bouldercounty.org](mailto:finance@bouldercounty.org) • 303-441-3525  
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • [www.BoulderCounty.org](http://www.BoulderCounty.org)

### BOCC BUSINESS MEETING

Time/Date of Meeting: 10:30 a.m., Tuesday, September 13, 2022

Location: Virtual Meeting

**TO:** Board of County Commissioners  
**FROM:** Yvette Bowden, Assistant County Administrator  
Ramona Farineau, CFO  
Dale Case, Planning & Permitting Director  
Chris Krolick, Special Project Coordinator  
**RE:** Consideration of Federal Disaster Use Tax Rebate Program proposal (2022)  
**DATE:** September 8, 2022

---

#### Summary of Request

On December 30, 2021, more than 1,000 residential properties in Louisville, Superior and unincorporated Boulder County were destroyed during the Marshall Fire, a federally declared disaster. Exacerbated by substantial winds, the Marshall Fire was the most destructive fire event in Colorado history. Boulder County, along with many factions of state and local government, philanthropic organizations, and community nonprofit and for-profit entities rallied to address immediate community needs. Beyond emergency response, the county has and continues to pursue longer-term recovery initiatives intended to support impacted residents while considering county resilience and the possibility of climate-related disasters in the future. Staff has regularly presented updates to the Board on the extent of the Marshall Fire, county operational impacts, and coordinated efforts related to response and recovery over the past eight months.

Recently, the Board directed analysis of anticipated use taxes which would be incurred by residents seeking to rebuild on Marshall Fire-impacted lots. Staff has completed the related analysis, and requests consideration of a vote authorizing implementation of a use tax rebate program (subject to the eligibility, timeline, and program specifications herein.) If approved, this \$3.85M effort would provide up to \$3,500 in sales tax rebate opportunity for owners seeking to rebuild on their Marshall Fire-impacted residential lots within three years of the event.

#### Background Information

Since December 30, 2021, the date of the Marshall Fire event, the county, along with the City of Louisville, the Town of Superior, and various federal, state, and local entities, have coordinated a number of responsive initiatives aiding impacted residents. To date, the county has expended or administered resources in excess of \$40M in support of residents impacted by the Marshall Fire event, including:

**Matt Jones** County Commissioner

**Claire Levy** County Commissioner

**Marta Loachamin** County Commissioner

- The successful **Private Property Debris Removal** program aiding 566 properties impacted by the fire. This program was completed ahead of schedule in just four months and at a cost lower than originally estimated. Boulder County coordinated, administered and funded the program. Anticipated reimbursement from the Federal Emergency Management Agency (FEMA) is 90% of eligible expenses, with the state of Colorado reimbursing 5% of eligible expenses. Local jurisdictions are responsible for ineligible expenses and the remaining 5% local cost share.
- Other Marshall Fire Recovery work, including coordination among the planning staff of Superior, Louisville and unincorporated Boulder County to provide similar processes and timelines for rebuilding.
- The creation of the RebuildingBetter.org website, led by the county's Office of Sustainability, Climate Action & Resilience, to provide incentives, discounts and financing for survivors who want to rebuild high-performance homes.
- The Boulder County Housing & Human Services Department's distribution of immediate cash assistance through donations to the Community Foundation of Boulder County and Elevations Credit Union through the Disaster Assistance Center (DAC).
- Over 27,000 hours of county staff hours in support of the DAC between January-March of this year.
- The county has partnered with the Community Foundation to establish a Recovery Navigation service that is free for survivors. This program will assist with access and the application process to various funding sources, and other resources including mental health supports.
- The county has designed, implemented and is administering a federally required insurance reconciliation program necessary to the PPRD program.

County reports concerning efforts to date are publicly available online at [Marshall Fire Recovery Dashboard – Boulder County](#).

Recently, the Board directed consideration of use tax-related initiatives which might provide property owners currently considering rebuilding additional support. The Board expressed interest in a proposal that would be:

- Equitable in application for eligible property owners in Louisville, Superior or unincorporated Boulder County;
- Appreciative of the county's degree of fiscal exposure and the one-time nature of this consideration/precedent; and
- Easy in terms of communication, application and minimal need for additional administrative support.

The following is a summary of staff's analysis.



### Use Tax

The County is obliged to collect use taxes pursuant to voter-approved ballot language. The amount of use tax charged for construction in Boulder County is tallied and remitted upon building permit issuance and is based upon the projected valuation of the project as submitted by the builder.

Due to the restricted nature of the voter-approved use tax, the tax cannot be waived or rebated from the restricted funds. As a result, any rebate decision would give rise to unanticipated general fund expenses in order to fund the rebate program. In accordance with county fiscal stewardship responsibilities, an assumption was made that any proposed program should consider a maximum potential expense to inform the county's budget approval process during the program period.

Staff coordinated with the City of Louisville and the Town of Superior to gather information on the total number of 1081 homes destroyed during the Marshall Fire, their average size and estimated replacement valuation. This information was used to identify the estimated average replacement cost of a Marshall Fire-impacted residence (\$710,000). Based on that valuation, use tax might be estimated at \$3,496.75/home. Communication of the opportunity as 'actual rebate expense up to \$3,500' allows for rebuild budget certainty without regard to the size, finishes or design chosen by a property owner.

### Coordination of Programs

Consistent with Board direction, any use tax rebate program would focus on residential rebuilding and aid to property owners whose homes were destroyed on December 30, 2021 as a result of the Marshall Fire. The county is aware that both the City of Louisville and the Town of Superior have or may determine to offer additional relief to impacted property owners in those communities. On February 28, 2022, the Town of Superior Board of Trustees passed an ordinance affording a rebate of use taxes for lost residential homes subject to a 730 days of ordinance passage eligibility. That ordinance was amended on May 9, 2022 expanding eligibility for their local tax rebate program. The City of Louisville is also considering tax-related options which might aid impacted Marshall Fire property owners in that city.

While coordination with these impacted communities remains beneficial, the county recognizes the fiscal and operational distinctions of each jurisdiction. The scale and scope of a Boulder County program would consider all 1,000+ residential properties destroyed by the fire, including those in unincorporated Boulder County. Fiscal stewardship, equity and precedent considerations, eligibility, simplicity of rebate application, rebate amount, program length, and administrative implications are among the factors taken into consideration for this proposal.

Staff recognizes that some impacted Marshall Fire homes destroyed during the fire were not owner-occupied. For this reason, neither owner occupancy nor primary residence eligibility requirements were considered. Appreciating the nature of rebuilding, there is similarly no recommended requirement to build at the 'same size

or smaller'. Accessory dwelling units and accessory structures are not eligible for the rebate.

In some cases, impacted owners may decide to sell their lot or to rebuild in a different location. A determination was made to exclude such instances from recommended eligibility, as it would prove inequitable across the county as other properties are constructed outside or within the Marshall Fire-impacted area that would not be eligible for the proposed rebate opportunity. For example, equity issues would also arise where the building permit is filed by Marshall Fire-impacted residents deciding to rebuild outside of Boulder County, or where permits were necessary to address substantial repairs in a home not fully destroyed by the Marshall Fire. Limiting rebate eligibility as proposed also avoids perception of the rebate as a development tax incentive.

Finally, staff compiled information concerning rebuilding efforts in the Cal-Wood Fire area. The Cal-Wood Fire, another federally declared disaster, occurred just one year prior and resulted in destruction of 20 residences in unincorporated Boulder County. Given the similarity of circumstance and proximity in time, staff included an analysis of program eligibility as it might be extended to those residences.

Event	Number of Impacted Homes	Projected Average Valuation	Estimated Use Tax Collected by BOCO
Cal-Wood Fire	20	\$1,530,000	\$7,535

#### Staff Recommendation

Staff recommends approval of the **Federal Disaster Use Tax Rebate Program** subject to the following:

*Eligibility - Residential properties, owner of subject property as of date of event*

Construction permit filed by the owner of record of a destroyed residential property lost due to either the Marshall Fire or Cal-Wood federal disasters (ownership of the subject property seeking rebate on either December 30, 2021 or October 17, 2020 respectively.)

*Program Period – (3 Years)*

Construction permits filed within three years (by December 31, 2024 for Marshall Fire-impacted properties, and October 31, 2023 for Cal-Wood Fire-impacted properties.) Rebates would be available for eligible properties that have already remitted the applicable use tax. Staff estimates that this currently includes 75 Marshall Fire-impacted properties having already been issued building permits and eight Cal-Wood Fire-impacted rebuilt residences.

*Allowable Rebate – Rebate of up to \$3,500 of applicable use tax (total est. cost \$3.85M)*

Based on the information and projections provided by the jurisdictions impacted by the Marshall Fire, we believe this program will provide clarity and meaningful support to rebuilding disaster survivors.

Projected rebuild valuations provided for use tax generation estimate:

<b>Jurisdiction</b>	<b>Number of Impacted Homes</b>	<b>Projected Valuation</b>	<b>Estimated Use Tax Collected by BOCO</b> (per residence, accessory buildings excluded)
Louisville	549	\$507,600 to \$812,100	\$2500 to \$4000
Superior	375	\$500,000	\$2,463
Unincorporated BOCO	157	\$1,110,000	\$5,467

This scenario is based on averages provided and will vary based on survivors' recovery decisions and actual new home size and valuation.

This action is necessary to coordinate impacted property owner communications, consider general fund implications through 2024, and develop internal processes necessary to implement the subject rebates, including rebate for already issued permits.

#### BOCC Action Requested

Approval and authorization to implement the **Federal Disaster Use Tax Rebate Program**.

###



## Office of Financial Management

2020 13th Street • Boulder, Colorado 80302 • [finance@bouldercounty.org](mailto:finance@bouldercounty.org) • 303-441-3500  
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • [www.BoulderCounty.org](http://www.BoulderCounty.org)

# Memorandum

**Date:** September 7, 2022  
**To:** Board of County Commissioners  
**From:** Aaron Pratt – Budget Director  
**Subject:** 2022 Budget Amendment

### General Fund Amendment Request

**Amount:** \$4,514,261

**Description:** The Office of Financial Management is requesting a one-time 2022 budget amendment in the amount of \$4,514,261 in the General Fund (Fund 101) appropriation CO25 (General Administration – Countywide Benefits.) This request is to correctly reflect 2022 expenditures associated with internal insurance chargebacks that should have been budgeted for FY2022 based on the cost allocation plan prepared for county departments and offices.

**Source:** Fund 101 (General Fund) Appropriation CO25  
(General Administration – Countywide Benefits)



## Office of Financial Management

2020 13th Street • Boulder, Colorado 80302 • [finance@bouldercounty.org](mailto:finance@bouldercounty.org) • 303-441-3500  
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • [www.BoulderCounty.org](http://www.BoulderCounty.org)

### Memorandum

**Date:** 09/07/2022  
**To:** Board of County Commissioners  
**From:** Aaron Pratt - Budget Director  
**Subject:** 22 Budget Amendment  
[Fiscal Yr]

**Request:** General Fund (Fund 101-CO25) Amendment Request  
[Fund Name or other brief description]

**Expenditure Amount:** \$ 4,514,261  
**Department/Office:** Office of Financial Management (OFM)

**Description:** OFM needs to process a 2022 amendment for internal service charges related to the Risk appropriation (worker's comp insurance, property insurance, auto liability, etc.) Annually, OFM does an internal chargeback allocation for departments/offices who received revenue from outside the county, and charges those departments for county insurance liabilities based off of prior year actuals for those services. The expenses are booked in the General Fund and then transferred to the Risk appropriation, where the revenue offsets are captured. The total budget that we need to increase in the General Fund to capture the expense is \$4,514,261, so that our department can process the transactions for 2022.

*[Internal: Please describe the circumstances necessitating the request: what was involved in arriving at costs, current status of entire appropriation, and status of specific account for Amendment. If the request includes unanticipated revenue, describe fully. Memo on Department letterhead should also be included with request.]*

#### FUND BALANCE OR UNANTICIPATED REVENUE

**Source:** General Administration (CO25) Fund 101  
[Appropriation - Fund Name] [Fund Number]

#### TRANSFER

**Source:** Fund  
[Appropriation - Fund Name] [Fund Number]  
Transfer to  
Fund  
[Appropriation - Fund Name] [Fund Number]

Matt Jones County Commissioner Claire Levy County Commissioner Marta Loachamin County Commissioner

**BOULDER COUNTY  
REQUEST FOR BUDGET AMENDMENT**

**Amendment Type**

☒

ONE TIME (CURRENT YEAR ONLY)

☐

ON-GOING BASE CHANGE REQUIRED

**Amendment Category** *Please select all that apply:*

☒

FUND BALANCE

☐

TRANSFER

☐

UNANTICIPATED REVENUE

**REQUESTED EXPENDITURE INCREASE AMOUNT:** \$ 4,514,261

(Please use expenditure worksheet on page 3 below to detail this amount across appropriate Org-Fund-Appropriation-Service segments]

**REQUESTED REVENUE INCREASE AMOUNT:** \_\_\_\_\_

(Please use revenue worksheet on page 4 below to detail this amount across appropriate Org-Fund-Appropriation-Service segments]

SUBMITTED BY: \_\_\_\_\_  
(Department Director/Elected Official Signature)

DATE: \_\_\_\_\_

REVIEWED BY BUDGET: \_\_\_\_\_  
(Budget Director Signature)

DATE: \_\_\_\_\_

APPROVED BY THE BOARD OF COMMISSIONERS WITH DIRECTION TO BUDGET TO PREPARE THE RESOLUTION:

\_\_\_\_\_  
(Chair of Board of County Commissioners Signature)

DATE: \_\_\_\_\_

## AMENDMENT EXPENDITURE WORKSHEET

[illegible]

## AMENDMENT REVENUE WORKSHEET

[illegible]





## Office of Financial Management

2020 13th Street • Boulder, Colorado 80302 • [finance@bouldercounty.org](mailto:finance@bouldercounty.org) • 303-441-3500  
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • [www.BoulderCounty.org](http://www.BoulderCounty.org)

# Memorandum

**Date:** September 7, 2022  
**To:** Board of County Commissioners  
**From:** Aaron Pratt – Budget Director  
**Subject:** **2022 Budget Amendment**

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### General Fund Amendment Request

**Amount: \$234,482**

**Description:** The Office of Financial Management is requesting a one-time 2022 budget amendment in the amount of \$234,482 in the General Fund (Fund 101) appropriation PW11 (Public Works). This is a request to adjust the county's budget for Fund 101, Appropriation PW11 in order to correct a system-generated error that did not apply an accurate hourly budget for the Public Works administration division.

**Source: Fund 101 (General Fund) Appropriation PW11 (Public Works)**



## Office of Financial Management

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Mailing Address: P.O. Box 471 • Boulder, CO 80306 • [www.BoulderCounty.org](http://www.BoulderCounty.org)

### Memorandum

**Date:** 8/29/2022  
**To:** Board of County Commissioners  
**From:** Aaron Pratt - Budget Director  
**Subject:** FY22 Budget Amendment  
[Fiscal Yr]

**Request:** Adopted Budget Corrections Amendment Request  
[Fund Name or other brief description]

**Expenditure Amount:** \$ 234,482  
**Department/Office:** Public Works

**Description:** This is a request to adjust the county's budget for Fund 101, Appropriation PW11 in order to correct system-generated and other clerical errors in the 2022 Adopted budget. This adjustment will result in an overall increase of \$234,482 to the county-wide budget.

*[Internal: Please describe the circumstances necessitating the request: what was involved in arriving at costs, current status of entire appropriation, and status of specific account for Amendment. If the request includes unanticipated revenue, describe fully. Memo on Department letterhead should also be included with request.]*

#### FUND BALANCE OR UNANTICIPATED REVENUE

**Source:** PW11 - Public Works Fund 101  
[Appropriation - Fund Name] [Fund Number]

#### TRANSFER

**Source:** Fund  
[Appropriation - Fund Name] [Fund Number]  
Transfer to  
Fund  
[Appropriation - Fund Name] [Fund Number]

Matt Jones County Commissioner Claire Levy County Commissioner Marta Loachamin County Commissioner

**BOULDER COUNTY  
REQUEST FOR BUDGET AMENDMENT**

**Amendment Type**

☒

ONE TIME (CURRENT YEAR ONLY)

☐

ON-GOING BASE CHANGE REQUIRED

**Amendment Category** *Please select all that apply:*

☒

FUND BALANCE

☐

TRANSFER

☐

UNANTICIPATED REVENUE

**REQUESTED EXPENDITURE INCREASE AMOUNT:** \$ 234,482

(Please use expenditure worksheet on page 3 below to detail this amount across appropriate Org-Fund-Appropriation-Service segments]

**REQUESTED REVENUE INCREASE AMOUNT:** \_\_\_\_\_

(Please use revenue worksheet on page 4 below to detail this amount across appropriate Org-Fund-Appropriation-Service segments]

SUBMITTED BY: \_\_\_\_\_  
(Department Director/Elected Official Signature)

DATE: \_\_\_\_\_

REVIEWED BY BUDGET: \_\_\_\_\_  
(Budget Director Signature)

DATE: \_\_\_\_\_

APPROVED BY THE BOARD OF COMMISSIONERS WITH DIRECTION TO BUDGET TO PREPARE THE RESOLUTION:

\_\_\_\_\_  
(Chair of Board of County Commissioners Signature)

DATE: \_\_\_\_\_

## AMENDMENT EXPENDITURE WORKSHEET

[illegible]

## AMENDMENT REVENUE WORKSHEET

[illegible]