



MEETING OF THE BOARD OF COUNTY COMMISSIONERS
BOULDER COUNTY
AGENDA

Tuesday, April 16, 2024, 9:30 a.m.

Tuesday, April 16, 2024, 3:00 p.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 the Commissioners' [Advance Agenda](#).

All commissioners' public hearings and meetings will now be offered in a hybrid format where attendees can join through Zoom or in-person at the Boulder County Courthouse, 3rd Floor, 1325 Pearl Street, Boulder. To sign up for in-person public comment, please use the link in this agenda for each respective hearing. There will also be a kiosk located in the lobby of the 3rd Floor to sign up for in-person public comment. For questions regarding in-person hearings call 303-441-3500.

Pages

1. Call to Order
2. 9:30 a.m. Business Meeting
 - [Virtual Attendee Link](#)
 - Call-in information: 1-833-568-8864, Webinar ID: 160 797 9578
3. Housing Authority Discussion Items
 - 3.a [Announce Susana Lopez-Baker as Finalist for Boulder County Housing Authority Executive Director Position](#)
 - **Presenter(s):** Natalie Springett, Commissioners' Office (In Person)
4. Commissioners' Consent Items

4.a	<u>Commissioners' Office - Approval of ARPA SLFRF Budget Reallocations (\$4,138,408.00)</u>	6
	American Rescue Plan Act State and Local Fiscal Recovery Budget Reallocations totaling \$4,138,408.	
	<ul style="list-style-type: none"> • Staff Contact(s): Leslie Irwin, Commissioners' Office 	
4.b	<u>Commissioners' Office - Ratification of the Library District Selection Committee's decision of their appointments to the Library District Board of Trustees</u>	
	Andy Saylor for a 5-year term and Tom Cosgrove to the 4-year term.	
4.c	<u>Community Planning & Permitting - Consor Engineers LLC Contract (\$592,000)</u>	9
	Contract with Consor to develop Vision Zero Action Plans for Boulder County, Lafayette, and Superior.	
4.d	<u>Community Planning & Permitting - Historic Preservation Grant HPG-24-0001: Hock Farm – Storm Windows</u>	19
	<ul style="list-style-type: none"> • Request: Historic Preservation Grant for the addition of storm windows • Location: 9067 Ogallala Road • Zoning: Agricultural (A) Zoning District • Owners: Vanster Hus Farm EK LLC and Vanster Hus Farm GS LLC • Agent: Paul Zopff 	
	The grant request is for \$10,000, with the owners matching the request with \$13,052 for a total project cost of \$23,052.	
4.e	<u>Community Planning & Permitting - Historic Preservation Grant HPG-24-0002: McNeil-Mayhoffer House – Painting and Grading</u>	34
	<ul style="list-style-type: none"> • Request: Historic Preservation Grant for painting and grading • Location: 10064 Empire Drive • Zoning: Agricultural (A) Zoning District • Owners/Applicants: Kristen and Jay Schultz 	
	The grant request is for \$10,000.00, and it is being matched by the owner with \$17,300.00, with the total project at \$27,300.00.	
4.f	<u>Community Services - Worthy Cause IV 2024 Funding Agreement, Boulder Pride dba Out Boulder (\$200,000)</u>	55
	The County has awarded Boulder Pride dba Out Boulder County with \$200,000 in Worthy Cause 2024 Funds for renovations and improvements, specifically to increase ADA accessibility. Worthy Cause funds will be used to purchase and install an elevator.	
4.g	<u>Parks & Open Space - Contract Amendment with Stillwater Sciences (\$74,374.00)</u>	95

RFP# 7466-23; Hall Ranch 2 Open Space Engineering Services for the South St. Vrain Creek Restoration Project Contract Amendment 2 between Stillwater Ecosystem, Watershed & Riverine Sciences in the amount of \$74,374.00

4.h Parks & Open Space - Resolution 2024-031: Seasonal Parks & Open Space Resource Protection Personnel

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A resolution designating seasonal Parks & Open Space resource protection personnel to enforce the rules and regulations adopted by the County to control and regulate the use of County lands.

- **Staff Contact:** Erin Hartnett, Parks & Open Space

5. Commissioners' Discussion Items

5.a Commissioners' Office - Appointment to the Housing & Human Services Advisory Committee

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- **Action Requested:** Decision
- **Presenter(s):** Aleta Sherman, Commissioners' Office (In Person)

5.b Commissioners' Office - Boulder County's Withdrawal of the Rocky Mountain Metropolitan Airport Community Noise Roundtable

- **Action Requested:** Decision
- **Presenter(s):** Natalie Springett, Commissioners' Office (In Person)

5.c County Attorney Office - Purchase of Warner House Property at 2833 Broadway and Delegation of Signature Authority

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Requesting the ratification of Assistant County Administrator Yvette Bowden's signature on the purchase agreement for Warner House property at 2833 Broadway, Boulder, Colorado. Also requesting authorization for Jeffrey Davis, Public Works, to sign documents at the closing on behalf of the County.

- **Action Requested:** Decision
- **Presenter(s):** Conrad Lattes, County Attorney's Office (In Person); Yvette Bowden, Office of County Administrator (In Person); Jeff Davis, Public Works (In Person)

5.d Office of Financial Management: 2024 Budget Amendment Request for Public Works dept. Road & Bridge Fund, Appropriations RM11 and RST1 (\$2,295,018)

125

The Public Works Department (PWD) is requesting a one-time amendment for \$2,295,018 within the Road & Bridge Fund (Fund 111), Road Sales & Use Tax Appropriation (RST1). PWD is also requesting to repurpose and transfer funds within the Road & Bridge Project Appropriation (RM11) and Road Sales & Use Tax Appropriation (RST1) within the Road & Bridge Fund (Fund 111):

1) Repurpose \$1,280,000 of approved 2024 project funding in RM11 for chip seal budget within RM11. Please see PWD's memo for the specific projects.

2) Repurpose \$1,554,982 from the 120th Street (Overlook Dr. to Dillon) project in RST1. PWD would like to allocate \$800,000 of that total to the South Boulder Road (Cherryvale to City of Boulder) project in RST1. The additional \$754,982 will be transferred to RM11 for the Jay Road Safety Improvement and Overlay project.

3) A supplemental request for \$2,295,018 from Fund 111/RST1 fund balance. PWD will then transfer this amount from RST1 to RM11 for the Jay Road Safety Improvement and Overlay project. The total amount needed for this project is \$3,050,000.

Requested Action: Decision

Presenter(s): Emily Beam, Office of Financial Management (In Person); Steve Durian, Public Works (In Person)

6. 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, April 17th, 2024, with Ben Pearlman, County Attorney, pursuant to CRS 24-6-402(4)(b) Legal Advice. Topics will include: 1) Town of Superior et al. v. Board of County Commissioners of County of Jefferson (Case No. 24-cv-00711).

- **Action Requested:** Decision
- **Presenter(s):** Natalie Springett, Commissioners' Office (In Person)

7. Confirmation of Executive Session Topics

Confirming Executive Session topics noticed at the April 9th, 2024, Regular Meeting were discussed as scheduled.

- **Action Requested:** Note for the Record
- **Presenter:** Natalie Springett, Commissioners' Office (In Person)

8. Public Meeting on Head Start Division Monthly Report to the Commissioners

Community Services Department: Monthly report from the Head Start division. No public testimony will be taken. More information on Head Start can be found at [the division's website](#).

- **Action Requested:** None (Information Only)
- **Presenter(s):** Akane Ogren, Head Start Division (In Person); Stacy Fujieda, Head Start Division (In Person); Alex Linder, Head Start Division (In Person)
- **Location:** Hybrid (Hearing Room and Zoom Webinar)

9. 3:00 p.m. Public Hearing

- **[Virtual Attendee Link](#)**
- **Registration Required**

- **Call-in information:** 1-833-568-8864, Webinar ID: 160 458 4301

- **In-Person Comment Registration Link**

9.a Public Hearing – Boulder County Integrated Weed Management Plan

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Parks & Open Space Department: The Boulder County Integrated Weed Management Plan provides a framework for weed management on private and public lands in Boulder County in compliance with state law. It also provides guidance for weed management on Boulder County Parks & Open Space natural lands. More information is available at [the County's Weed Management information webpage](#).

- **Action Requested:** Decision
- **Staff Contact:** Tina Nielsen, Parks & Open Space
- **Location:** Hybrid (Hearing Room and Zoom Webinar)



ARPA SLFRF Funding Phase 2 Additional Projects

To: Boulder County Board of County Commissioners (BOCC)

From: Leslie Irwin, Commissioners' Office, ARPA Administrator

Date: April 16, 2024

Re: Budget Allocations Phase 2 ARPA SLFRF Pandemic Recovery and Relief Projects

The federal American Rescue Plan Act (ARPA) was signed by President Joe Biden on March 11, 2021, and within that Act the State and Local Fiscal Recovery Fund (SLFRF) provided urgent and targeted state, local, tribal, and territorial funding for COVID-19 response and recovery efforts. Boulder County received a total allocation of \$63,359,749 from the U.S. Department of the Treasury (Treasury) to respond to public health and economic and disparate impacts of the pandemic through 2026 for projects obligated by the end of 2024.

Of the \$63,359,749 total ARPA funding, the BOCC approved¹:

- An initial \$5,531,880 during the business meeting on November 2, 2021, for Immediate Needs, along with up to 10 percent of the total ARPA SLFRF award for administration of this complex federal grant and a \$5,000,000 reserve (which was subsequently awarded to additional projects);
- \$36,500,000 in Phase 2 projects during the June 14, 2022, business meeting;
- \$9,980,000 in additional Phase 2 projects on August 16, 2022; and
- \$2,124,343 in additional Phase 2 projects on June 27, 2023.

Staff today requests Board approval of budget reallocations in ARPA in order to obligate ARPA funds and be in compliance with Treasury guidance.

Housing Pipeline – Willoughby Corner - \$2,834,083.00

These additional funds will support 2023 and 2024 Capital costs for the Willoughby Corner Housing Pipeline Project that was approved in the Phase 2 funding in years 2022 and 2023. The total ARPA funds allocated to Willoughby Corner, if approved, will be \$15,716,860.87.

Housing Pipeline – Casa de la Esperanza - \$1,200,000.00

These additional funds will support 2024 Capital costs for the Casa de la Esperanza Housing Pipeline Project that was approved in the Phase 2 funding in years 2022 and 2023. The total funds allocated to Casa de la Esperanza, if approved, will be \$1,550,000.00.

Eviction Representation - \$104,325.00

These additional funds will support increased need in the community for Eviction Representation. This project is an Immediate Needs Phase project that started later due to other funding sources,

¹ARPA budget amounts currently approved by program/project may be different than original BOCC business meeting approvals due to actual project needs and other delegated approvals.

has spent down their current allocation, and still has an ongoing need. The total funds allocated to Eviction Representation will be \$154,325.

The budget reallocations are intended to address the Housing Affordability and the Negative Economic Impacts needs in our community, in alignment with Treasury's goals for the funding.

Below is a table showing all Phase 2 projects. Note that depending on level of need for projects as well as opportunities to leverage other state and federal or other funding, funding amounts might be adjusted between projects as appropriate.

Action Requested:

- BOCC Approval of Budget Reallocations Pandemic Recovery and Relief Projects totaling \$4,138,408

All Phase 2 Projects

Economic Challenges	Amount	Approval Date
Survive and Thrive Nonprofit Grants	\$ 7,500,000	6/14/2022
Direct Cash Assistance to Families	\$ 6,000,000	6/14/2022
YMCA Scholarships	\$ 500,000	8/16/2022
YMCA Mapleton Site	\$ 975,000	8/16/2022
Childcare Village Hub	\$ 975,000	8/16/2022
Family Connects Home Visitation	\$ 2,000,000	8/16/2022
Small Businesses Back Taxes	\$ 750,000	8/16/2022
FRC Funding 2023	\$ 750,000	6/27/2023
<i>Subtotal</i>	<i>\$ 19,450,000</i>	
Housing Affordability	Amount	Approval Date
Affordable Housing Pipeline	\$ 7,000,000	6/14/2022
Additional Affordable Housing Pipeline	\$ 2,480,000	8/16/2022
Additional Affordable Housing Pipeline	\$4,034,083	4/2/2024
Manufactured Housing Park Acquisition and Upgrades	\$ 5,000,000	6/14/2022
Regional Housing Partnership	\$ 1,500,000	8/16/2022
Habitat for Humanity	\$ 800,000	8/16/2022
<i>Subtotal</i>	<i>\$ 20,814,083</i>	
Mental Health and Social Resilience	Amount	Approval Date
Community Mobile Response Teams	\$ 3,000,000	6/14/2022
Community-Wide Navigation Hub	\$ 3,000,000	6/14/2022
Community-Based Grants	\$ 3,000,000	6/14/2022
Mental Health Vouchers	\$ 1,000,000	6/14/2022
School-Based Services	\$ 500,000	6/14/2022
Community Trainings	\$ 500,000	6/14/2022
BCPH Mental Behavioral Health*	\$ 1,374,343	6/27/2023
<i>Subtotal</i>	<i>\$ 12,374,343</i>	
TOTAL PHASE 2 PROJECTS	Amount	
Economic Challenges	\$ 19,450,000	
Housing Affordability	\$ 20,814,083	
Mental Health and Social Resilience	\$ 12,374,343	
Total Phase 2 Projects	\$ 52,638,426	

BOULDER COUNTY CONTRACT

SUMMARY	
Contract Identification	
Oracle Contract Number	303514
Contract Name	Conсор Engineers LLC - CPP - Vision Zero Action Plans
County Information	
Office or Department	Community Planning and Permitting
Division/Program	Transportation Planning
Mailing Address	PO Box 471, Boulder, CO 80306
Project Manager Name and Email	Liv Lewin, llewin@bouldercounty.gov
Contact Name and Email	Liv Lewin, llewin@bouldercounty.gov
Office or Department Accounting Email	cppinvoices@bouldercounty.gov
Vendor Information	
Vendor Legal Name	Conсор Engineers LLC
Vendor d/b/a	
Vendor Business Address	14142 Denver W Pkwy Bldg 51 Suite 250, Lakewood, CO 80401
Vendor Mailing Address	14142 Denver W Pkwy Bldg 51 Suite 250, Lakewood, CO 80401
Vendor Signer Name and Email	Ben Waldman, ben.waldman@consoreng.com
Vendor Contact Name and Email	Ben Waldman, ben.waldman@consoreng.com
Vendor Invoicing Email	Paula.Gibbs@consoreng.com
Contract Dates	
Authorization to Start Work	Only Upon Issuance of a Task Order
End Date	12/31/2025
Contract Amount	
Contract Not to Exceed	\$ 592,000.00
Contract Documents	
<div style="padding-left: 10px;"> <input checked="" type="checkbox"/> Exhibit A: Insurance Requirements <input checked="" type="checkbox"/> Exhibit B: Scope of Work and Fee Schedule <input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements <input type="checkbox"/> Exhibit D: _____ <input type="checkbox"/> Exhibit E: _____ <input type="checkbox"/> Exhibit F: _____ </div>	

Approved for use September 2023

All changes and modification request must be reviewed by the Boulder County Attorney's Office

Purchasing Details – County Internal Use Only	
Grant funded	Yes - Funds available currently
If no Bid Number, bid process used	Bid Number Provided (award info attached in supporting documents)
Bid Number (if awarded)	RFP-006-23
Award Date (if awarded)	February 22, 2024
Project #	
Does this include new FTE's or require additional budget approval?	No
Highest Annual Contract Amount	\$ 592,000.00
Accounting Details	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of Community Planning and Permitting ("County") and Consor Engineers LLC ("Contractor" or "Vendor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that contractor-drafted documents, if any are incorporated, contain any obligations placed upon County and not otherwise contained in this Contract. In the event of any conflict between any **Contract Documents** incorporated into this Contract, the language shall be interpreted in favor of the County.

2. Authorization to Start Work:

County will assign the work or portions of the work described in Exhibit B – Scope of Work to Contractor through written task orders sent to the Vendor Contact Name and Email. The task order(s) may be a purchase order or purchase orders. Contractor may only commence work and County will only be obligated to pay for work as described in each task order issued pursuant to this Contract. County is not obligated to issue any task orders under this Contract. Contractor may not commence any work until the County sends a task order specifying the work to be performed at that time.

Approved for use September 2023

All changes and modification request must be reviewed by the Boulder County Attorney's Office

3. Scope of Work: The Scope of Work is defined in Exhibit B – Scope of Work, which is incorporated by reference (“**Work**”). Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the **Work**. Contractor will perform all **Work** (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill, and diligence for the type of work being performed, and (d) in strict accordance with the Contract.

4. Time to Complete Work: Contractor must complete all **Work** before the **End Date** of this Contract and in compliance with any additional timing requirements identified in Exhibit B – Scope of Work. Any extension of the **End Date** requires a written amendment, which may require the approval of the Board of County Commissioners, the County Administrator, or County Department Heads/Elected Officials. Any amendment may require the Contractor to provide a then-current Certificate of Insurance to the County that complies with the Insurance Requirements identified in Exhibit A of this Contract.

5. Payment for Work Performed: In consideration of the **Work** performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Not to Exceed** amount identified above to Contractor in accordance with the **Contract Documents**.

6. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any part of the **Work** performed in the prior calendar month. All invoices submitted require the following components: Contractor’s name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, “Bill to: Boulder County” language, payment remittance address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Office or Department Accounting Email** in the **Summary**. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract will relieve County of its obligation to make timely payment. Further, County will have no liability for any financial obligations under this Contract if Contractor fails to submit an accurate invoice to the County by January 15th of any calendar year for Work performed in the previous calendar year. County may recoup any damages incurred because of Contractor’s failure to submit invoices pursuant to the terms of this paragraph. County’s acceptance or payment of an invoice will not constitute acceptance of any **work** performed under this Contract.

7. No Additional Services: In order for Contractor to provide additional services for additional compensation beyond the initial **Contract Not to Exceed** amount, the Parties must first execute a written amendment before the then-current **End Date**. A written amendment may require the approval of the Board of County Commissioners, the County Administrator, or County Department Heads/Elected Officials. If necessary, the written amendment will incorporate an updated Scope of Work and/or updated Insurance Requirements.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the **Work** strictly for the purposes of minimizing inconvenience to the County and interference with County operations.

9. Indemnity: Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the “indemnified parties”), from any and all liability, claims, demands, actions, damages, losses, judgments, costs

or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination

a. Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole

expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. Non-Appropriation: The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the duration of the Contract. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **End Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the **End Date** or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **End Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for **Work** satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract, including in Exhibit B – Scope of Work), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact Name and Email** specified in the **Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. No Suspension or Debarment: Contractor certifies and warrants for the duration of the **Work** and the duration of the Contract, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary Department or Office is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:

a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;

b. The individual executing this Contract is authorized to do so by Contractor;

c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and

d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Except as otherwise specified in Exhibit B – Scope of Work, Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

33. Litigation Reporting: Contractor represents that Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action or initiates any action impacting this Contract or the Work contemplated by this Contract.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary Department or Office and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is

protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. “Environmentally preferable purchasing” means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County’s commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor’s performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY’S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR’S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. Insurance: Prior to commencing the **Work**, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage for each type of insurance identified in Exhibit A. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Contact Name and Email** listed in the **Summary**.

[Signature Page to Follow]

Approved for use September 2023

All changes and modification request must be reviewed by the Boulder County Attorney’s Office

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest:	Initials		
Attestor Name:			
Attestor Title:			



Community Planning & Permitting

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Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

BOARD OF COUNTY COMMISSIONERS

Business Meeting

Tuesday, April 9, 2024 – 9:30 AM

Third Floor Hearing Room,
Boulder County Courthouse

FROM: Denise Grimm, Staff Planner

RE: Approval of grant applications under Boulder County Historic Landmark
Rehabilitation Grant Program

HPG-24-0001: Hock Farm – storm windows

Request: Grant for the addition of storm windows
Location: 9067 Ogallala Road
Zoning: Agricultural (A) Zoning District
Owners: Vanster Hus Farm EK LLC and Vanster Hus Farm GS LLC
Agent: Paul Zopff

Proposed work: Create custom storm windows for the house

Grant Requested: \$10,000.00
Match: \$13,052.00

Recommend APPROVAL: \$10,000.00

BACKGROUND

The attached grant application outlines the proposed work which was approved several years ago but is only just now going to happen which has been approved by the Historic Preservation Advisory Board (HPAB). The grant request is for \$10,000.00, with a matching amount of \$13,052.00 provided by the applicants, for a total project cost of \$23,052.00.

HPAB and staff recommend approval.






Claire Levy County Commissioner

Marta Loachamin County Commissioner

Ashley Stolzmann County Commissioner

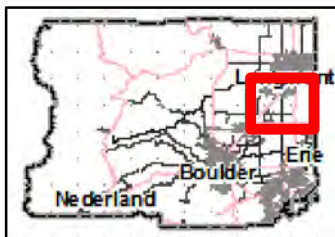


Legend

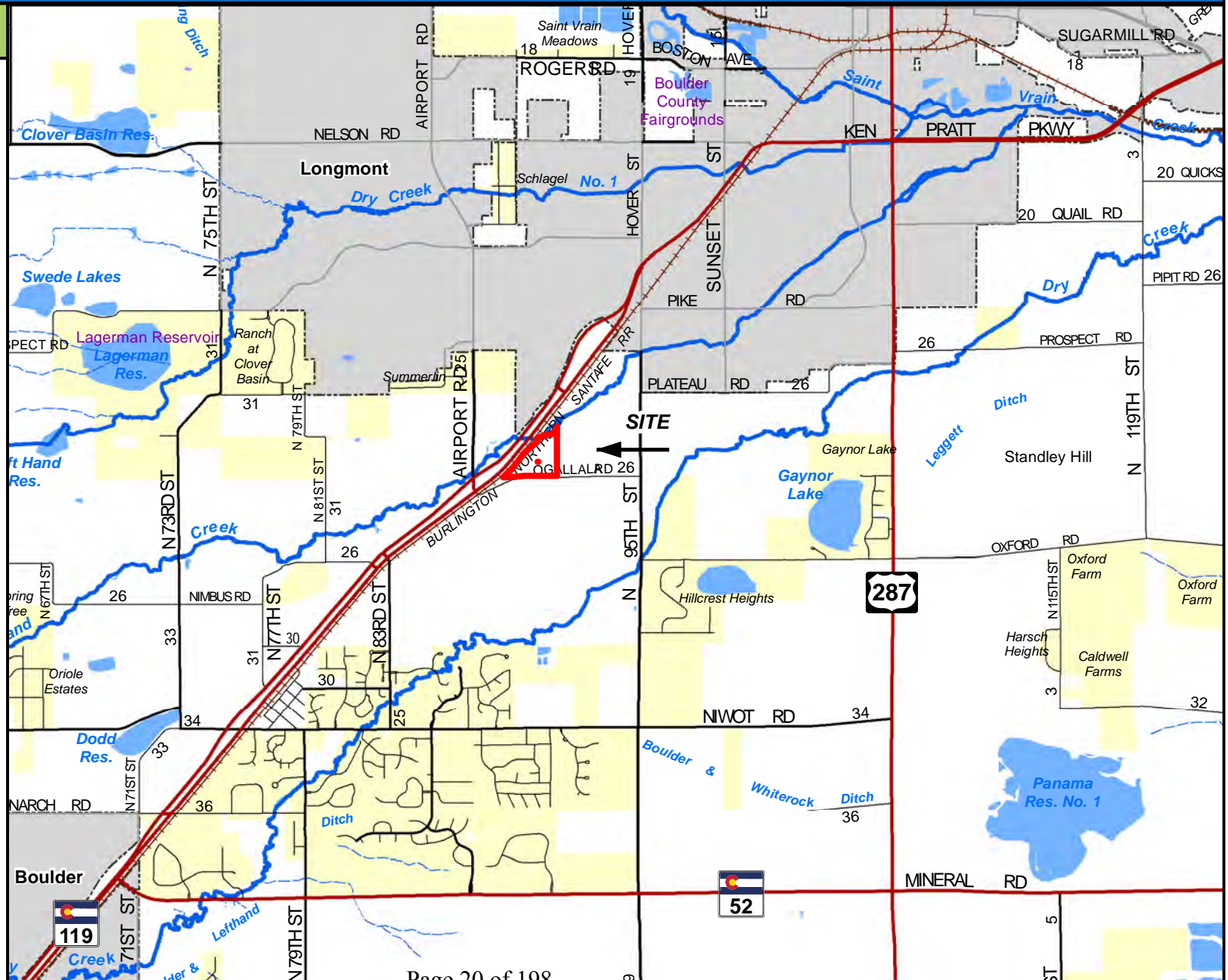
-  Subject Property
-  Intermittent Stream
-  Perennial Stream
-  Municipalities
-  Subdivisions



Area of Detail Date: 1/31/2017



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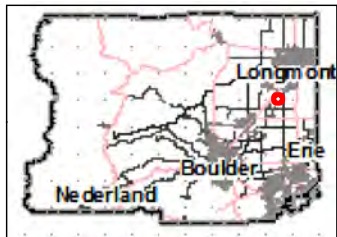


Legend

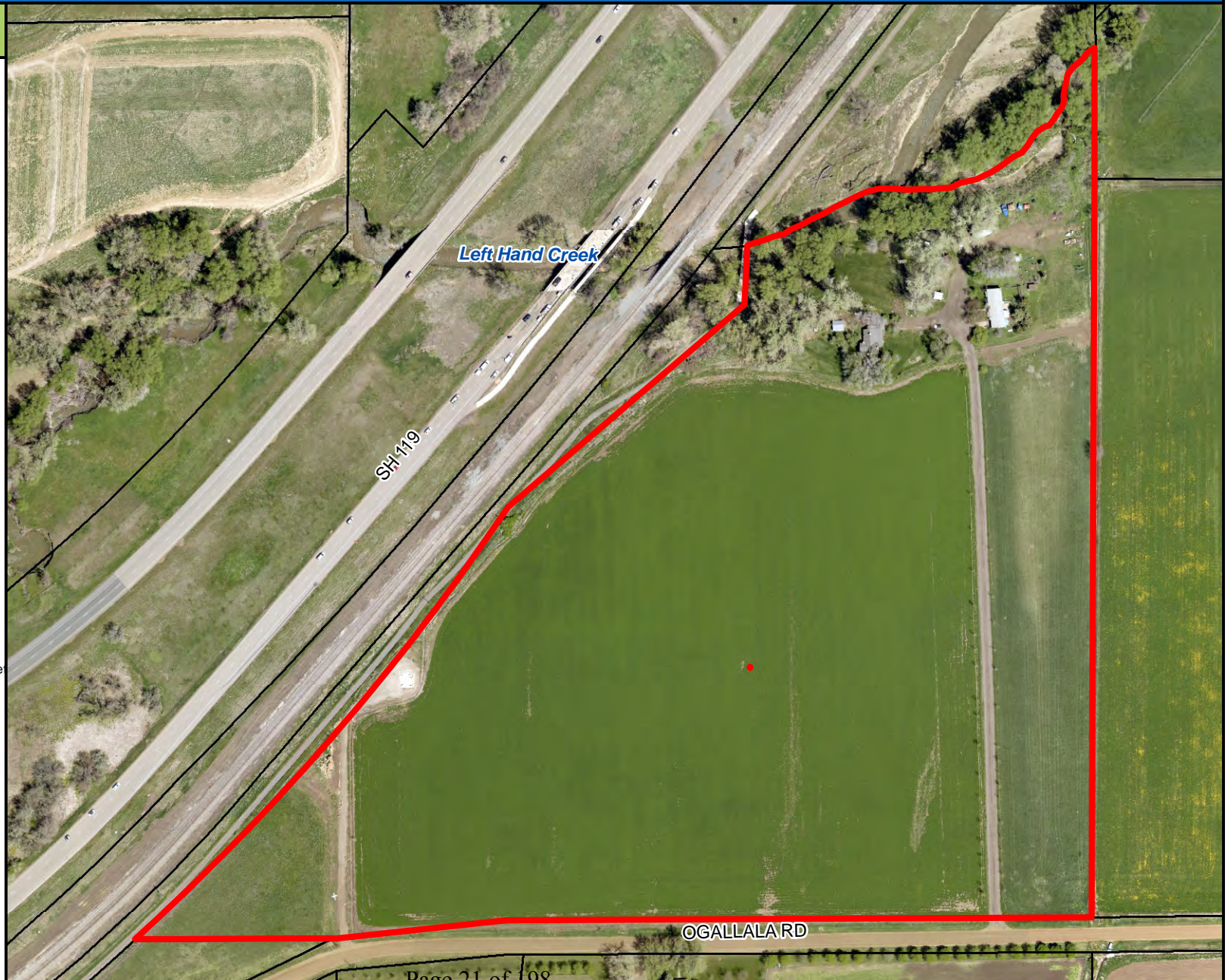
 Subject Property

 0 310
Feet

Area of Detail Date: 2/27/2017



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**BOULDER COUNTY
HISTORIC LANDMARK REHABILITATION
GRANT PROGRAM**

APPLICATION

The following information must be provided to ensure adequate review of your proposal. Please type or print answers to each question. Please keep your responses brief.

1. OWNER/APPLICANT INFORMATION

Owner or Organization

- a. Name: Elizabeth (Bitsy) Kelley
- b. Mailing Address: 9067 Ogallala Rd. Niwot, CO 80503
- c. Telephone: 503-8876414
- d. Email: bitsykelley@aol.com

Applicant/Contact Person (if different than owner)

- a. Name: Paul Zopff - Environmental Systems Design, LLC
- b. Mailing Address: P.O. Box 1764 Loveland, CO 80539
- c. Telephone: 720-771-5837
- d. Email: paul@esddesignbuild.com

2. PROPERTY INFORMATION

- a. Landmark Address: 9067 Ogallala Rd. Niwot, CO 80503
- b. Name of the landmarked property:
Hock Farm
- c. Primary Use of Property (check one): Non-Residential
X Residential

3. PROJECT DESCRIPTION (Please do not exceed space provided below.)

- a. Provide a brief description of the proposed scope of work.

All of the original & existing windows are single pane glazed and we plan to fabricate and install new single pane glazed storm windows, in poplar wood and with antique hardware to hang and secure them to match what has previously been installed and approved under previous "Porch" application already completed (photos attached). There are a total of 17 storm windows to fabricate & install. They will be painted in the approved red color that is already present throughout the exterior of the house. The owners are attempting to make the home more energy efficient and less drafty.

- b. Describe how the work will be carried out and by whom. Include a description of elements to be rehabilitated or replaced and describe preservation work techniques that will be used.

Environmental Systems Design, LLC are general contractors that have been restoring and adding to this property for years. We will be making these windows/frames ourselves, having them glazed locally using traditional glazing techniques and painted and hung. These will be removable during summer months to allow for natural ventilation during the more temperate times of year.

- c. Explain why the project needs rehabilitation grant funds now. Include a description of community support and/or community benefits, if any.

This home was built in 1896 and since it is historically designated by Boulder County, all original windows are still in place and there is little to no insulation present in the existing walls. These storm windows will help make the structure more energy efficient and will help to preserve the existing original windows by providing an additional barrier to direct impacts of weather exposure during the harshest months of the year.

4. DESCRIPTION OF REHABILITATION

Feature A	
Name of Architectural Feature: <u>double hung windows</u> Describe feature and its condition: All original double hung windows are in place and in generally good condition. They are not particularly energy efficient as they are single glazed, nor do they have any of the more common weather stripping and thermal break properties seen in today's modern windows and doors	Describe proposed work on feature: New work proposed is to simply add new storm windows to the exterior, within the existing exterior trim details/profiles that exist. No work or alteration to the existing windows is expected, outside of potential paint touch ups required.
Feature B	
Name of Architectural Feature: <u>N/A</u> Describe feature and its condition:	Describe proposed work on feature:
Feature C	
Name of Architectural Feature: <u>N/A</u> Describe feature and its condition:	Describe proposed work on feature:

5. COST ESTIMATE OF PROPOSED WORK

Please provide a budget that includes accurate estimated costs of your project. Include an itemized breakdown of work to be funded by the grant and the work to be funded by the applicant. Include only eligible work elements. Use additional sheets as necessary. (Please reference this section in your contractor's bid attachment).

Feature	Work to be Funded	Grant Cost	Applicant Cost
A.	Raw Poplar Materials	\$ 1594.00	\$ 1594.00
B.	Window Fabrication	\$ 2805.00	\$ 2805.00
C.	Glazing	\$ 2052.00	\$ 2052.00
D.	Prime & Paint	\$ 2232.00	\$ 2232.00
E.	Hardware - House of Antiques	\$ 973.00	\$ 973.00
F.	Installation	\$ 344.00	\$ 3396.00
G.		\$	\$
H.		\$	\$
I.		\$	\$
J.		\$	\$
K.		\$	\$
	Subtotal Grant Cost/Applicant Cost	\$ 10,000.00	\$ 13,052.00
Total Project Cost		\$ 23,052.00	

If partial grant funding were awarded, would you complete your project?

☐ YES

☒ NO

6. ADDITIONAL MATERIALS REQUIRED

Below is a list of the items that must be submitted along with this application:

- One set of photographs or slides for each feature as described in Item 4 "Description of Rehabilitation". Please label the backside of each photograph with the address of your property and the feature number.
- A construction bid if one has been made for your project (recommended).
- Working or scaled drawings, spec sheets, or materials of the proposed work if applicable to your project.

7. ASSURANCES

The Owner and Applicant hereby agree and acknowledge that:

- A. Grant recipients agree to supply at least an equal match to the grant amount.
- B. Funds received as a result of this application will be expended solely on described projects, and must be completed within established timelines.
- C. The subject structure must have Boulder County landmark designation or be a contributing structure in a local landmark district.
- D. Grant funds and matching funds may be spent only for exterior rehabilitation of the structure, *unless specifically approved for a landmarked interior*.
- E. Neither grant monies nor matching funds may be spent for the installation of or rehabilitation of signage, interior rehabilitation or decorations, building additions, or the addition of architectural or decorative elements, which were not part of the original historic structure.
- F. All work must comply with the standards and/or guidelines of the County and the United States Secretary of the Interior for the rehabilitation of historic resources.
- G. Grant recipients must submit their project for any required design review by the Historic Preservation Advisory Board and any required building permits before construction work is started.
- H. All work approved for grant funding must be completed even if partially funded through the Landmark Rehabilitation Grant Program.
- I. Grant recipients will receive disbursement of grant funds not sooner than thirty (30) days after all work has been completed and approved, receipts documenting the costs of the work have been submitted to the County, and physical inspection has been completed by the County.
- J. The award and disbursement of this grant shall be governed by the provisions of the Boulder County Commissioners establishing the Landmark Rehabilitation Grant Program as an ongoing project of the County.
- K. The owner agrees to maintain the property after rehabilitation work has been completed.
- L. The grants funds will be considered taxable income in the year that the reimbursement occurs.



Signature of Applicant (if different than owner)

2/08/2024

Date

Elizabeth Kelley
Elizabeth Kelley (Feb 8, 2024 10:56 AM)

Signature of Legal Owner

2/08/2024

Date



6897 Palate Ave. #2A • Niwot, CO 80503
303-652-2572 • Fax: 303-652-2510
Email: paul@esddesignbuild.com

Job: Kelly Storms
Address: 9067 OAKLAND RD
NIWOT, CO 80503
By: Paul G. Zoff Date: 2.8.24

Raw poplar	3188.00
Fabrication	5610.00
GLASS	4124.00
Paint	4463.00
Hardware	1946.00
Subtotal	8715.00
	<hr/>
	\$ 22051.00







ELIGIBILITY CHECKLIST

- ☒ My property is a local historic landmark designated by Boulder County.
- ☒ I am planning to **rehabilitate** my property. For the purposes of the grant, rehabilitation means that an effort is being made, not only to maintain an historic property in reasonable repair, but to improve, reclaim and restore historic architectural characteristics that are threatened or have been lost through wear, alteration or neglect.
- ☒ The work I'm planning involves the **exterior** of my structure, e.g., windows, doors, porch, siding, roof, steps, or foundation work, or other eligible work.
- ☒ I am seeking no more than \$10,000 in grant funding.
- ☒ I have secured at least an equal match to the grant request.
- ☒ I can complete my project within a year.


GrantAp_9067Ogallala_HockFarm_StormWindows_2.7.24

Final Audit Report


2024-02-09

Created:	2024-02-09
By:	Paul Zopff (paul@esddesignbuild.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1s310sAE9wsEEEX3crF0nZunQ87DhMDoQ


"GrantAp_9067Ogallala_HockFarm_StormWindows_2.7.24" History

 Document created by Paul Zopff (paul@esddesignbuild.com)


2024-02-09 - 0:42:50 AM GMT - IP address: 174.20.183.131

 Document emailed to Elizabeth Kelley (bits@kelley@aol.com) for signature

2024-02-09 - 0:42:58 AM GMT

 Email viewed by Elizabeth Kelley (bits@kelley@aol.com)

2024-02-09 - 4:33:39 AM GMT - IP address: 60.147.88.130

 Document e-signed by Elizabeth Kelley (bits@kelley@aol.com)

Signature Date: 2024-02-09 - 5:58:18 PM GMT - Time Source: server - IP address: 50.48.164.58

 Agreement completed.

2024-02-09 - 5:58:18 PM GMT



Community Planning & Permitting

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BOARD OF COUNTY COMMISSIONERS

Business Meeting

Tuesday, April 9, 2024 – 9:30 AM

Third Floor Hearing Room,
Boulder County Courthouse

FROM: Denise Grimm, Staff Planner

RE: Approval of grant applications under Boulder County Historic Landmark
Rehabilitation Grant Program

HPG-24-0002: McNeil-Mayhoffer House – painting and grading

Request: Historic Preservation Grant for painting and grading

Location: 10064 Empire Drive

Zoning: Agricultural (A) Zoning District

Owners/

Applicants: Kristen and Jay Schultz

Proposed work: The grant request is for \$10,000.00, and it is being matched by the owner with \$17,300.00, with the total project at \$27,300.00.

The request is to help fund the painting of the historic part of the house, and to repair grading around the historic house. This work has been approved by HPAB.

Grant Requested: \$10,000.00

Match: \$17,300.00

Recommend APPROVAL: \$10,000.00

HPAB and staff recommend approval.



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Aerial

10064 EMPIRE DR

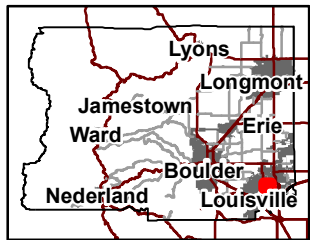
 Subject Parcel



0 0.05 0.1 Miles



Area of Detail Date: 2/6/2020



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Aerial

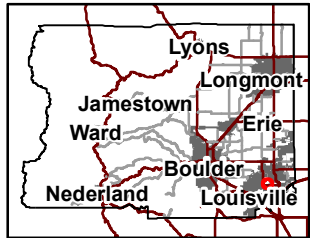
10064 EMPIRE DR

 Subject Parcel

0 0.015 0.03 Miles



Area of Detail Date: 2/6/2020



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BOARD OF COUNTY COMMISSIONERS AGENDA ITEM

Thursday, April 1, 2021 – 10:00 a.m.

Due to COVID-19, Public Hearing to be Held Virtually

PUBLIC HEARING

STAFF PLANNER: Denise Grimm

STAFF RECOMMENDATION RE:

Docket HP-20-0002: McNeil-Mayhoffer House

Request: Boulder County Historic Landmark Designation of the house and site area
Location: 10064 Empire Drive, in Section 9, Township 1S, Range 69W of the 6th Principal Meridian.
Zoning: Agricultural (A) Zoning District
Owner/
Applicants: Kristen and Jay Schultz

BACKGROUND

An application for landmark designation of the house and a site area has been submitted by the owners, Kristen and Jay Schultz. The request is to designate the historic house and a 30' perimeter around house. A non-historic shed is within that perimeter and would be a non-contributing resource.

In 1865, David Kerr homesteaded the land just north of this property and then acquired this property in 1883 from the Union Pacific Railway Company. He lived just to the north on what has become known as the Kerr Mayhoffer Farm. In 1898, he deeded this land to his daughter Edith and her husband, Daniel McNeil. It is believed that they built the house around 1905, but soon after they moved to Boulder and rented out the house. Edith's sister, Leanna, married John Mayerhofer and they acquired the large family farm. The rental house was sold out of the family in the 1950s but was brought back into the family by Robert Mayhoffer (note spelling change) sometime after 1970 and was once again used as a rental house.

The house is a nice example of a small Queen Anne. The Queen Anne style was popular for residences from 1880 to around the turn of the century. The style decreased in popularity until about 1910 when it was replaced by Colonial Revival and Edwardian styles. Queen Anne characteristics on the house are the scalloped siding under the gables, turned porch supports and spindlework frieze, and cutaway bay window (although the window has been replaced).

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

SIGNIFICANCE

The property qualifies for landmark designation under Criteria 1 and 4.

Criteria 15-501(A)(1) The character, interest, or value of the proposed landmark is part of the development, heritage, or cultural characteristics of the county;

The property is significant for its association with the development of agriculture in east Boulder County.

Criterion 15-501(A)(4) The proposed landmark is an embodiment of the distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or the use of indigenous materials;

The house is significant as an example of a Queen Anne vernacular farmhouse constructed in the early 20th century.

RECOMMENDATION

The Historic Preservation Advisory Board considered this application at their July 2, 2020 meeting and voted unanimously to recommend approval.

Staff and the Historic Preservation Advisory Board recommend that the BOCC approve Docket **HP-20-0002: McNeil-Mayhoffer House** under Criteria 1 and 4 and subject to the following conditions:

1. Alteration of any exterior feature of the structure or construction within the site area will require review and approval of a Certificate of Appropriateness (CA) by Boulder County (note: applicable county review processes, including but not limited to Site Plan Review, may be required).
2. Regular maintenance which prolongs the life of the landmark, using original materials or materials that replicate the original materials, will not require review for a Certificate of Appropriateness, provided the Land Use Director has determined that the repair is minor in nature and will not damage any existing features. Emergency repairs, which are temporary in nature, will not require review (note: Depending on the type of work, a building permit may still be required.)

BOULDER COUNTY HISTORIC LANDMARK REHABILITATION GRANT PROGRAM

APPLICATION

The following information must be provided to ensure adequate review of your proposal. Please type or print answers to each question. Please keep your responses brief.

1. OWNER/APPLICANT INFORMATION

Owner or Organization

- a. Name: Jay and Kristen Schultz
- b. Mailing Address: 355 Orion Circle, Erie, CO 80516
- c. Telephone: 707-239-2305
- d. Email: kmw.schultz@gmail.com // jaytaylorschultz@gmail.com

Applicant/Contact Person (if different than owner)

- a. Name: _____
- b. Mailing Address: _____
- c. Telephone: _____
- d. Email: _____

2. PROPERTY INFORMATION

- a. Landmark Address: 10064 Empire Dr, Unincorporated Boulder County, CO 80026
- b. Name of the landmarked property:
Mayhoffer Rental House
- c. Primary Use of Property (check one): ___Non-Residential
xResidential

3. PROJECT DESCRIPTION (Please do not exceed space provided below.)

- a. Provide a brief description of the proposed scope of work.

Over the coming years, we plan to fully rehabilitate the landmarked structure. The proposed scope of work for the 2023 grant application includes the following:

1. Paint replaced siding and clean, restore, and paint porch trim and gable details
2. Grade the surrounding hillside for appropriate drainage

Features #1-3 need to be completed in order to complete the exterior rehab on the house. Item #4 needs to be completed to prevent water damage to the historic home.

- b. Describe how the work will be carried out and by whom. Include a description of elements to be rehabilitated or replaced and describe preservation work techniques that will be used.

This work will be carried out by BuildGuild Inc. (an architect and general contractor team, with subcontractors as appropriate):

1. Painting. In 2022, the historic siding was replaced with in-kind siding. It needs to be primed and painted to finish the installation and protect the wood. There is historic detail work around the porch and in the South and Eastern gables of the house. These will be cleaned, repaired, and painted to maintain their current character and prevent them from being further damaged by the elements.

2. Grading. The house is located on a slope that has not been adequately graded, causing water damage over the years. The area around the house will be re-graded to allow for appropriate water run-off.

- c. Explain why the project needs rehabilitation grant funds now. Include a description of community support and/or community benefits, if any.

This grant application requests funds to address key features of this landmark, which, if not addressed soon, might lead to further destabilization and/or deterioration of the house. This will continue efforts that began in 2022 and will help make the house livable and protected for years to come.

4. DESCRIPTION OF REHABILITATION

Feature A	
<p>Name of Architectural Feature: <u>Paint Siding</u></p> <p>Describe feature and its condition:</p> <p>In 2022, the historic siding was replaced with custom-milled wood siding to match the historic profile.</p> <p>There is also intricate trim and detail work around the historic porch and in the gables. This wood has suffered damage over time and the paint is peeling.</p>	<p>Describe proposed work on feature:</p> <p>The new siding will be primed and painted white, as approved by the Building and Historic departments. The priming and painting is a necessary step to finish installation and protect the replaced siding.</p> <p>The trim and detail work will be cleaned, patched as necessary, and painted in a way that is consistent with the historical character.</p>
Feature B	
<p>Name of Architectural Feature: <u>Grading</u></p> <p>Describe feature and its condition:</p> <p>The property slopes roughly from the South to the North, causing water to flow towards the house. This has led to inadequate drainage around the house and damage to the structure.</p>	<p>Describe proposed work on feature:</p> <p>The area around the structure will be re-graded to allow for adequate drainage and prevent further damage to the structure.</p>
Feature C	
<p>Name of Architectural Feature: _____</p> <p>Describe feature and its condition:</p>	<p>Describe proposed work on feature:</p>

5. COST ESTIMATE OF PROPOSED WORK

*Please provide a budget that includes accurate estimated costs of your project. Include an **itemized breakdown** of work to be funded by the grant and the work to be funded by the applicant. Include only eligible work elements. Use additional sheets as necessary. (Please reference this section in your contractor's bid attachment).*

Feature	Work to be Funded	Grant Cost	Applicant Cost
A.	Painting	\$ 5,000	\$ 10,800
B.	Grading	\$ 5,000	\$ 6,500
C.		\$	\$
D.		\$	\$
E.		\$	\$
F.		\$	\$
G.		\$	\$
H.		\$	\$
I.		\$	\$
J.		\$	\$
K.		\$	\$
	Subtotal Grant Cost/Applicant Cost	\$ 10,000	\$ 17,300
Total Project Cost		\$ 27,300	

If partial grant funding were awarded, would you complete your project?

☒ YES

☐ NO

6. ADDITIONAL MATERIALS REQUIRED

Below is a list of the items that must be submitted along with this application:

- One set of photographs or slides for each feature as described in Item 4 "Description of Rehabilitation". Please label the backside of each photograph with the address of your property and the feature number.
- A construction bid if one has been made for your project (recommended).

Available upon request. Currently bid as part of a larger project.
- Working or scaled drawings, spec sheets, or materials of the proposed work if applicable to your project.

Full plans included as separate attachment.

7. ASSURANCES

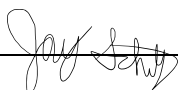
The Owner and Applicant hereby agree and acknowledge that:

- A. Grant recipients agree to supply at least an equal match to the grant amount.
- B. Funds received as a result of this application will be expended solely on described projects, and must be completed within established timelines.
- C. The subject structure must have Boulder County landmark designation or be a contributing structure in a local landmark district.
- D. Grant funds and matching funds may be spent only for exterior rehabilitation of the structure, *unless specifically approved for a landmarked interior*.
- E. Neither grant monies nor matching funds may be spent for the installation of or rehabilitation of signage, interior rehabilitation or decorations, building additions, or the addition of architectural or decorative elements, which were not part of the original historic structure.
- F. All work must comply with the standards and/or guidelines of the County and the United States Secretary of the Interior for the rehabilitation of historic resources.
- G. Grant recipients must submit their project for any required design review by the Historic Preservation Advisory Board and any required building permits before construction work is started.
- H. All work approved for grant funding must be completed even if partially funded through the Landmark Rehabilitation Grant Program.
- I. Grant recipients will receive disbursement of grant funds not sooner than thirty (30) days after all work has been completed and approved, receipts documenting the costs of the work have been submitted to the County, and physical inspection has been completed by the County.
- J. The award and disbursement of this grant shall be governed by the provisions of the Boulder County Commissioners establishing the Landmark Rehabilitation Grant Program as an ongoing project of the County.
- K. The owner agrees to maintain the property after rehabilitation work has been completed.
- L. The grants funds will be considered taxable income in the year that the reimbursement occurs.

Signature of Applicant (if different than owner)



Signature of Legal Owner



Date

12/29/2023

Date

1. Painting Replaced Historic Siding



1. Cleaning and Painting Porch Trim



1. Cleaning and Painting Gables



2. Improper Grading



Schultz/10064 Emire Drive, Louisville				
Painting	Date	Total Bill	Hystoric Portion	Notes
AC Colors	11/21/2022	\$ 2,800.00	\$ 1,800.00	Prep and prime exterior = \$1,800
Colorado Custom Paintworks	7/15/2023	\$ 15,250.00	\$ 13,372.79	Prep and paint exterior = \$13,372.79.
Total			\$ 15,172.79	
Grading				
Robles Landscaping	5/30/2022	\$ 2,245.00	\$ 1,665.00	Drainage and grading portion of invoice = \$1665.00
Power Earth LLC	9/28/2022	\$ 7,494.37	\$ 6,212.50	Excavate and grade portion of invoice = \$6,212.5.
Total			\$ 7,877.50	

561156

Statement

DATE 11-21-2022

TO

Timber Construction

TERMS

10064 Empire Rd

IN ACCOUNT WITH

AC colors Painting

912 Atwood st unit B Longmont CO 80501

Primer inside

Prep outside

Primer on new wood outside

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT

2800

COLORADO CUSTOM PAINTWORKS, INC.

INVOICE

5926 HEATHER WAY
LONGMONT, CO 80503

Date	Invoice #
7/15/2023	1621

Bill To
Build Guild, LLC Hybre Thorne 1300 Eastview Drive Boulder, CO 80303



P.O. No.	Terms
10064 empire ...	

Quantity	Description	Rate	Amount
	Painting Services - prep and paint/stain exterior of farm house. Interior - sand/clear coat ceiling beams, prep and touch up all base, clear coat various butcher blocks and wall caps, prep & paint pantry shelving, paint back door, wall touch ups as necessary. (front door & range hood remain)	15,250.00	15,250.00
	Materials - 17gl sw super paint satin color 7008, 2gl superdeck clear & 3gl Hawthorne, gloves, spr primer,masking plastic,tape,putty, primer cans,case caulk,sandpaper,thinner,rags, 2qts varathane, tack rags, zip skins, bee spray.	1,735.00	1,735.00

Total	\$16,985.00
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Phone #	Fax #	E-mail	Web Site
303-472-2430		DCCP@MSN.COM	CCPAINTWORKS.COM

Robles Landscaping LLC

Invoice

Bill To:	Tim	Invoice No:	7
	tim@buildguildllc.com	Date:	05/30/2022
	10064 Empire Rd, Louisville, CO 80027	Terms:	NET 0
		Due Date:	05/30/2022

Description	Quantity	Rate	Amount
Farm House Grinding the Concrete and taking out the extra gravel. From the front basement.	1	\$580.00	\$580.00*
Installing Put drain.	1	\$1,165.00	\$1,165.00*
Grading where the drain goes.	1	\$500.00	\$500.00*

*Indicates non-taxable item

Subtotal	\$2,245.00
Total	\$2,245.00
Paid	\$0.00

Balance Due	\$2,245.00
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POWER EARTH LLC.

**3875 Lee Hill Dr.
Boulder, CO 80302
303-449-7014**

DATE	INVOICE ...
9/28/2022	3556

BILL TO
Build Guild

PROJECT	TERMS
Empire	Due on rece...

DESCRIPTION	QTY...	RATE	AMOUNT
SV 100 Excavator Excavate for drainage around house and garage to daylight, load and haul dirt to fill areas.	35.5	175.00	6,212.50
Excavate and install electrical conduit form house to garage,			
Excavate and lower water line in trench for freeze protection.			
Truck out load of concrete and return with load of recycled asphalt.			
Trucking, (tandem). Mob concrete and asphalt	2	100.00	200.00
Materials, Electrical conduit, water parts. recy asphalt 14.93 tons		956.87	956.87
Dump fees. Concrete.		125.00	125.00
Thank You!		Total	\$7,494.37

PROCUREMENT CONTRACT COVER SHEET*Required if you do not have a SUMMARY at the top of your document*

Contract Details	
Document Type	New Contract
OFS Number-Version	303537
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Services
Division/Program	Strategic Initiatives
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact – <i>Name, email</i>	Carlene Okiyama, cokiya@bouldercounty.org
Invoice Contact – <i>Name, email</i>	Carlene Okiyama, cokiya@bouldercounty.org
Contractor Contact Information	
Contractor Name	BOULDER PRIDE dba OUT BOULDER COUNTY
Contractor Mailing Address	P.O. Box 1018, Boulder, CO 80306
Contact 1 – <i>Name, title, email</i>	Mardi Moore, Executive Director, mmoore@outboulder.org
Contact 2 – <i>Name, title, email</i>	
Contract Term	
Start Date	4/2/2024
Expiration Date	4/1/2123
Final End Date	4/1/2123
Contract Amount	
Contract Amount	\$200,000
Fixed Price or Not-to-Exceed?	Fixed Price
Brief Description of Work	
The County has awarded BOULDER PRIDE dba OUT BOULDER COUNTY with \$200,000 in Worthy Cause 2024 Funds for renovations and improvements, specifically to increase ADA accessibility. Worthy Cause funds will be used to purchase and install an elevator.	
COUNTY INTERNAL USE ONLY	
Purchasing Details	
Bid Number	n/a
Award Date	n/a
If no Bid No., bid process used	Choose an item.
COVID-19	NO
Project #	
Purchasing Notes (optional)	No bid process required for Worthy Cause contracts.
Contract Notes	
<i>Additional information not included above</i>	

BOULDER COUNTY WORTHY CAUSE FUNDING AGREEMENT

between

COUNTY OF BOULDER, STATE OF COLORADO

and

BOULDER PRIDE dba OUT BOULDER COUNTY

AWARD AMOUNT: \$200,000

Worthy Cause Round: IV

Worthy Cause Year: 2024

Capital Funding Type:

- ☐ **Debt Reduction**
- ☐ **Purchase**
- ☐ **Construction**
- ☒ **Improvements/Renovations**

1. PARTIES

This Boulder County Worthy Cause Funding Agreement (hereinafter called “Funding Agreement”) is entered into by and between **BOULDER PRIDE dba OUT BOULDER COUNTY** (hereinafter called the “Agency”), and the COUNTY OF BOULDER, Colorado, a body corporate and politic (hereinafter called the “County”). The Agency and the County are each a “Party,” and collectively are “Parties” to this Funding Agreement.

2. RECITALS

A. Authority, Appropriation, and Approval

The County has authority to enter into this Funding Agreement pursuant to Board of County Commissioners’ Resolution No. 2017-89 and 2017 County Ballot Issue 1A, “Worthy Cause 0.05% Countywide Sales and Use Tax Extension,” hereinafter referred to as “Worthy Cause IV,” which was adopted by the voters of the County of Boulder in November 2017.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient to support this Funding Agreement.

C. Purpose

i. **Worthy Cause IV:** The purpose of Worthy Cause IV is to address the critical need for capital facilities and equipment of nonprofit human services agencies and housing authorities that provide free or low-cost health, transitional and permanently affordable housing, and other human services, including but not limited to childcare and early childhood education, basic needs such as food and clothing, and services for the elderly and people with disabilities. Worthy Cause IV funds are collected by and through a voter-approved 0.05% countywide sales and use tax. Worthy Cause IV funds are awarded to select eligible nonprofit organizations and housing authorities for use in capital projects, including but not necessarily limited to, facility construction, property or facility purchases, facility renovations, and the reduction of capital debts such as mortgages or loans incurred to fund capital purchases, construction, or renovation.

ii. **Funding Agreement:** The purpose of this Funding Agreement is described in **Exhibit B**.

3. DEFINITIONS

The following terms as used herein will be construed and interpreted as follows:

Deed of Trust: “Deed of Trust” means the Deed of Trust executed by the Agency and recorded on the title to the Property in a form substantially similar to **Exhibit D**.

Effective Date: The “Effective Date” of this Funding Agreement will be the date of the last Party signature, as reflected on the Signature Pages.

Event of Default: Each of the following events constitutes a breach of this Funding Agreement. An “Event of Default” will exist when any one or more of the following events continues to exist after the notice and cure period described in **§19(B)**.

- i. Failure of the Agency to use the Property for a period of 30 or more consecutive days as a necessary and integral part of the Program, as described in **Exhibit B**, unless such interruption is due to reasons beyond the reasonable control of the Agency, as determined by the County;
- ii. Material violation of this Funding Agreement;
- iii. Failure of the Agency to fulfill its obligations under **Exhibit B**;
- iv. All or any part of the Agency’s interest in the Property is sold, assigned, conveyed, hypothecated, alienated, or otherwise transferred without the County’s prior written consent;

v. The filing of a petition by the Agency for any proceedings under federal or state bankruptcy acts or other similar-type proceedings seeking protection from creditors not dismissed within 120 days thereafter;

vi. The giving by the Agency of an assignment of any interest in the Property for the benefit of creditors, except for mortgages or deeds of trust given as security for one or more loans obtained by the Agency to finance the Program or from time to time in the ordinary course of business;

vii. The dissolution of the Agency as an entity other than in conjunction with a merger or consolidation of said entity into, or the transfer of the Property to, another or surviving entity which will thereby become the owner of the Property and continue the Program; or

viii. Any representation of the Agency made herein or made by the Agency or any agent of the Agency in any submission or document delivered by or on behalf of the Agency in connection with this Funding Agreement proves to be materially untrue.

Funding Agreement: "Funding Agreement" means this Funding Agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Funding Agreement, and any future modifying agreements, exhibits, attachments or references incorporated herein.

Funding Documents: "Funding Documents" means the Promissory Note, Deed of Trust, and Restrictive Covenant (if required), and all such other documents, instruments and agreements and all amendments, replacements, extensions and renewals of any of the foregoing.

Note: "Note" means the Promissory Note to be executed by the Agency in favor of the County, which will be in a form substantially similar to **Exhibit C**.

Party or Parties: "Party" means the Agency or the County and "Parties" means both the County and the Agency.

Program: "Program" means the program administered by the Agency on the Property as fully described in **Exhibit B**.

Project: "Project" means the capital undertaking proposed in the Agency's Worthy Cause IV Application that forms the basis for the Worthy Cause Award as fully described in **Exhibit B**.

Property: "Property" means the real property for which the Worthy Cause Funds will be used for capital purposes, the legal description of which is set forth in **Exhibit A**.

Services: "Services" means the core services to be performed by the Agency as set forth in detail in **Exhibit B**.

Worthy Cause Funds: “Worthy Cause Funds” means funds payable by the County to the Agency pursuant to the Board of County Commissioners’ Worthy Cause IV award and this Funding Agreement.

4. INCORPORATION

All of the attachments and Exhibits to this Funding Agreement are incorporated by reference.

5. TERM

This Funding Agreement will commence on the Effective Date and will continue for a term of 99 years.

6. AGENCY OBLIGATIONS

The Agency will perform all of its obligations as described herein and in **Exhibit B**.

7. PAYMENTS TO AGENCY

The County will pay the Agency in the following amounts using the methods set forth below:

A. Maximum Amount: The maximum amount payable under this Funding Agreement to the Agency by the County is the Award Amount.

B. Conditions on County’s Obligation to Fund: The County will pay to the Agency the Worthy Cause Funds upon satisfaction of all of the following conditions, as determined by the County in its sole and absolute discretion:

- i. Receipt of an executed copy of this Funding Agreement;
- ii. Receipt of an executed Promissory Note;
- iii. Receipt of an executed Deed of Trust;
- iv. Receipt of an executed Restrictive Covenant (if required by the County);
- v. Receipt of a copy of the Agency’s W-9 Form;
- vi. Receipt of a copy of Title Report pursuant to §8;
- vii. Receipt of a copy of Property Valuation pursuant to §8; and

- viii. Any other requirements as communicated in writing by the County to the Agency prior to the execution of this Funding Agreement.

C. Interest: In no event will the County pay any interest to the Agency.

D. Use of Funds and Property: The Agency must use the Worthy Cause Funds solely for the purpose of the Project. The Agency's use of the Worthy Cause Funds will strictly comply with the terms of this Funding Agreement and the Funding Documents. The Agency will be the sole occupant of the Property and will use the Property solely in furtherance of the Program. Except that the County permits the Agency to allow occupancy of the Property by another entity if such entity (1) is a § 501(c)(3) nonprofit organization and (2) provides human services consistent with the Agency's mission, as defined in **Exhibit B**. All other occupancy of the Property inconsistent with this paragraph, including for-profit leases, will be a material violation of this Funding Agreement.

E. Disbursement of Funds: The County will provide to the Agency instructions as to the disbursement of the Worthy Cause Funds. Upon confirmation that the Conditions on County's Obligation to Fund are satisfied, the County will remit, in accordance with the County's instructions, the Worthy Cause Funds to the Agency pursuant to the information on the Agency's W-9 Form.

F. No Guaranty of Future Awards: The disbursement of Worthy Cause Funds to the Agency will in no way guarantee that the Agency will receive additional Worthy Cause funds or other County funds in future years.

8. TITLE REPORT AND PROPERTY VALUATION

The Agency must provide to the County documentation issued within the past 12 months by an independent third-party professional entity evidencing (1) a legally reliable recitation of the Property's title history, such as a Title Report, Title Commitment, or Title Work, and (2) the valuation of the Property, such as an appraisal, broker's opinion, or Boulder County Assessor valuation.

9. ACKNOWLEDGEMENT OF RECEIPT

Upon receipt of the Worthy Cause Funds, the Agency will provide to the County an Acknowledgement of Receipt that includes the following information:

- a. Name and address of the Agency;
- b. Amount of funds received; and
- c. A description of how the funds were used.

10. PROMISSORY NOTE AND DEED OF TRUST

The Agency will execute (1) a Promissory Note in favor of the County to evidence the Agency's obligations hereunder and (2) a Deed of Trust, which the County will record against the Property. The Promissory Note and Deed of Trust will be executed by the Agency as soon after the execution of this Funding Agreement as practicable and promptly submitted to the County. The County will file the Deed of Trust in the Boulder County Clerk and Recorder's Office.

11. RESTRICTIVE COVENANT

If required by the County, the Agency will execute a Restrictive Covenant in favor of the County, the form of which will be substantially similar to **Exhibit E** (human services delivery) or **Exhibit F** (permanently affordable housing). The County will file the Restrictive Covenant in the Boulder County Clerk and Recorder's Office.

12. REPORTING, NOTIFICATION

A. Performance

The County may request that the Agency provide a report containing a summary of the services provided by the Agency through the Program for the then-preceding 12 month period. The County may also request that the Agency provide financial statements to the County showing the Agency's financial condition and use of the Worthy Cause Funds. The Agency will provide the requested documents within 60 days of the County's request.

B. Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Funding Agreement or which may affect the Agency's ability to perform its obligations hereunder, the Agency will notify the County of such action and deliver copies of such pleadings to the County's representative as identified herein.

If the Agency becomes aware of any situation, event, or condition which, to the best of its knowledge, would result in noncompliance of the Program, the Project, or the Agency with Colorado law, the Agency will promptly give written notice thereof to the County.

C. Annual Certification

On an annual basis, the Agency will submit to the County a written certification affirming the Agency's compliance with this Funding Agreement and any other Worthy Cause agreements currently in effect between the Agency and the County. Each written certification is due to the County by January 31 for the preceding calendar year. For example, the written certification for the current calendar year will be due on January 31st of the following calendar year.

13. COMPLIANCE AUDITING

A. Records Maintenance

The Agency will make, keep, maintain, and allow inspection and monitoring by the County of a complete file of all records, documents, communications, financial statements, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Property, the Program, the Project, or the delivery of Services hereunder. Agency will retain all such records for a five-year period.

B. Inspection and Monitoring

The Agency will permit the County to audit, inspect, examine, excerpt, copy and transcribe the Agency's records related to this Funding Agreement to confirm compliance with the terms hereof. The Agency will allow the County access to its records at any time during normal business hours upon 48 hours advance notice.

The Agency will permit County access to the Property at all reasonable times and places during the term of this Funding Agreement. The County will provide the Agency with ten days' advance notice of its intention to enter the Property, except if the County reasonably determines there is an immediate need to take emergency action to prevent a material violation of this Funding Agreement.

If the Agency's use of the property fails to comply with this Funding Agreement, or the County otherwise determines that the Agency is noncompliant with its obligations under this Funding Agreement, the County may require the Agency to promptly take action to comply with the Funding Agreement and may exercise the remedies available under this Funding Agreement, at law or inequity in lieu of or in conjunction with such corrective measures.

14. SUBSTITUTE COLLATERAL

With the passage of time, the Property may no longer be suitable for the Program, and it might be necessary for the Agency to secure an alternate property for the Program. Consequently, if the Agency notifies the County that it wishes to purchase another property in Boulder County to replace the Property, and the County determines in its sole discretion that the new Property is sufficient to protect the County's interests, the County will release the Deed of Trust recorded against the Property and the Parties will replace such instrument with a new deed of trust or other security instrument acceptable to the County in its sole discretion, to be recorded against the substitute property to secure the Agency's obligations through the remainder of the Funding Agreement Term. Notwithstanding anything to the contrary herein, the Agency may assign its rights and obligations under this Funding Agreement pursuant to **§25(A)**.

15. MODIFICATIONS TO THE PROGRAM AND THE SCOPE OF SERVICES

With the passage of time the needs of the community and other circumstances may require modifications to the Agency's obligations to administer the Program and provide the Services. Consequently, the Parties may agree to amend this Funding Agreement, along with the Promissory Note and Deed of Trust, if necessary required, to more closely align the Agency's obligations with then-current circumstances and needs of the community. A change in circumstances does not relieve the Agency of its obligations under this Funding Agreement until the County has agreed to amend this Funding Agreement. The County may decline to modify any terms of this Funding Agreement if the Agency fails to show a reasonable need therefor.

16. CONFLICTS OF INTEREST

The Agency will not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Agency's obligations hereunder. The Agency acknowledges that with respect to this Funding Agreement, even the appearance of a conflict of interest is harmful to the County's interests. Absent the County's prior written approval, the Agency will refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Agency's obligations to the County hereunder. If a conflict or appearance exists, or if the Agency is uncertain whether a conflict or the appearance of a conflict of interest exists, the Agency will submit to the County a disclosure statement setting forth the relevant details for the County's consideration. Failure to promptly submit a disclosure statement or to follow the County's direction in regard to the apparent conflict constitutes a breach of this Funding Agreement.

17. REPRESENTATIONS AND WARRANTIES

The makes the following specific representations and warranties, each of which was relied on by the County in entering into this Funding Agreement.

A. Standard and Manner of Performance

The Agency will perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Funding Agreement.

B. Legal Authority – Agency and Agency's Signatory

The Agency warrants that it possesses the legal authority to enter into this Funding Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Funding Agreement, or any part thereof, and to bind the Agency to its terms.

C. Licenses, Permits, Etc.

The Agency represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it will have, at its sole expense, all licenses, certifications,

approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder.

D. Compliance with Laws

The Agency will strictly comply with all applicable federal, state, and local laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

18. DELEGATION OF COUNTY SIGNATURE AUTHORITY

A. Authorized Officers: The Board of County Commissioners of Boulder County hereby delegates to the Chair, any commissioner, Program Administrator Meca Delgado, and any attorney in the County Attorney's Office (the "Authorized Officers") authority to sign all documents related to the Worthy Cause Funds, and to enter into and perform all of its obligations under and take all actions and enter into all contracts and agreements necessary to carry out of the intent of this Funding Agreement in the judgment of the Authorized Officers. All documents and agreements to be entered into by the County will be in form and substance acceptable to the Authorized Officers in the sole discretion of the Authorized Officers, such acceptance to be evidenced by any such person's execution of any such documents.

B. Execution and Delivery: The Authorized Officers are hereby authorized to execute and deliver, and hereby are authorized to affix the County seal and acknowledge, if required, on behalf of the County, any and all agreements, instruments and certificates as such persons in their sole and absolute discretion may deem appropriate or helpful in connection with this Funding Agreement, whether in connection with the closing of the transactions described above or thereafter, and agreements containing such terms and provisions as the Authorized Officer executing the same considers appropriate in his or her sole and absolute discretion, and to do such other acts and things as may be appropriate or helpful and consistent with carrying out the intent and purposes of this Funding Agreement, with the execution and delivery of any of the foregoing documents or the doing of any act or thing being conclusive evidence as to the appropriateness thereof as determined by the Authorized Officer executing or doing the same.

19. BREACH

A. Defined

In addition to any of the Events of Default, and any breach of this Funding Agreement or the Funding Documents, the failure of either Party to perform any of its obligations hereunder, in whole or in part, or in a timely or satisfactory manner, constitutes a breach.

The Agency has an affirmative duty to notify the County of the occurrence of any of the Events of Default or any other breach of this Funding Agreement within 10 business days of said occurrence.

B. Notice and Cure Period

In the event that the County determines that the Agency has breached this Funding Agreement, the County will provide written notice to the Agency in the manner provided in §22 and to the person and address listed in **Exhibit B**. If the Agency fails to cure the breach within 90 days of the delivery of the written notice, such uncured breach will constitute an Event of Default, entitling the County to exercise any of its remedies set forth in §21.

The County may determine that a breach is not reasonably capable of being cured within 90 days. In such cases, the Agency will have such additional time as is reasonably necessary to cure the breach, as determined by the County, prior to the County exercising any of its remedies, so long as the Agency takes the following action within the 90-day notice period:

- i. Initiates corrective action; and
- ii. Continues to diligently, continually, and in good faith work to effect a cure as soon as possible.

In no event will the County be precluded from exercising remedies if security or safety becomes or is about to become materially jeopardized by the Agency's breach or failure to cure, or if the breach is not cured within 180 days after first notice of breach is given.

20. RIGHT TO ACCESS

The County will be permitted access to, and entrance upon, the Property at all reasonable times upon reasonable advance notice, where 48 hours advance notice will be presumed reasonable. The Agency will allow the County access to its records, which will include, but are not limited to, the Agency's financial statements. The Agency grants the County authority to make copies of any Agency records related to the Agency's performance under this Funding Agreement.

21. REMEDIES

A. Authority to Pursue Available Remedies

In the event that the County declares an Event of Default, the County will have the remedies listed in this Section in addition to all other remedies set forth in other sections of this Funding Agreement or the Funding Documents. Upon an Event of Default, the County, at its option, may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

B. Remedies upon Uncured Default

i. **Declare Due and Payable:** Upon the occurrence of an Event of Default, the County will have the right to declare the amount of Worthy Cause Funds plus 5% interest due and payable (or so much thereof as the County has advanced hereunder), and to enforce its rights under this Funding Agreement and/or any of the Funding Documents, with any amount owing to the County to include the amount of Worthy Cause Funds plus 5% interest.

ii. **Enforcement Generally:** Except as otherwise provided in this Funding Agreement, upon an Event of Default the County will have the right (but not the obligation) to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants and charges now or hereafter imposed by the provisions of this Funding Agreement. Failure by the County to enforce any covenant or restriction contained in this Funding Agreement will not be deemed a waiver of the right to do so thereafter. The prevailing party in any judicial proceeding will be entitled to reimbursement from the non-prevailing party or parties for all reasonable costs and expenses, including attorneys' fees in connection with such judicial proceeding.

iii. **Specific Enforcement:** This Funding Agreement may be specifically enforced against the Agency or any successor in interest, with the Agency specifically acknowledging that the beneficiaries of the Agency's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. Venue for such action will be proper in Boulder County.

22. NOTICES

All written notices required to be provided by the Parties under the terms of this Funding Agreement will be in writing, signed by a person duly authorized to provide such notice, and will be deemed given when sent by (i) first class registered or certified mail, return receipt requested, (ii) facsimile transmission, or (iii) electronic mail, read receipt requested, to the parties hereto at the addresses set forth in **Exhibit B**, or to such other place as a party may from time to time designate in writing. All notices will be deemed sufficient (a) upon receipt after dispatch by registered or certified mail, (b) upon confirmation of receipt when transmitted by facsimile transmission, or (c) upon confirmation of receipt when transmitted by electronic mail. Any notice party will provide current facsimile numbers and email addresses upon request.

23. RIGHT OF FIRST REFUSAL

During the term of this Funding Agreement, before the Agency may sell the Property to a third party, the Agency will first offer the Property to the County following the procedures set forth in this paragraph. The County will have thirty (30) days following the date the Agency first presents the County such offer to decide whether to try to negotiate an agreement for the purchase of the Property from the Agency. If the County desires to try to negotiate such an agreement, the County will, within said thirty (30) day period, deliver to the Agency written notice thereof. Promptly thereafter, the Parties will commence good faith negotiations

exclusively with each other for a period not to exceed 120 days after the date the County gives the requisite notice to the Agency. If the Agency does not receive said notice within said thirty (30) day period, or if the Agency receives said notice within said period but the Parties do not enter into a legally binding, written agreement for the purchase and sale of the Property within said 120 day period, the Agency will be free to enter into an agreement with a third party on terms (considered as a whole) no more favorable to the third party than the Agency offered to the County.

24. GOVERNMENTAL IMMUNITY

Nothing in this Funding Agreement will be construed in any way to be a waiver by the County of its immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

25. GENERAL PROVISIONS

A. Assignment: Neither Party will assign, sublet, or transfer its interest in this Funding Agreement without the written consent of the other. Upon receipt of a written request from the Agency, the Board of Boulder County Commissioners' Deputy (or his or her designee) will have the authority to approve an absolute assignment of all of the Agency's rights and obligations under this Funding Agreement to another agency eligible for Worthy Cause, such as a nonprofit organization, so long as the assignee provides the County adequate written assurance that it accepts the assignment and can and will satisfy all obligations of the Agency regarding the Program. The County's consent to the aforementioned assignment will not be unreasonably withheld or delayed.

B. Complete Agreement, Binding Effect: This Funding Agreement represents the complete agreement between the Parties hereto and will be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof. This Funding Agreement supersedes, as of the Effective Date, any and all prior agreements between the Parties relating to the subject matter of this Funding Agreement, whether written or oral or partly written and partly oral.

C. Captions: The captions and headings in this Funding Agreement are for convenience of reference only, and will not be used to interpret, define, or limit its provisions.

D. Counterparts: This Funding Agreement may be executed in multiple identical original counterparts, all of which will constitute one agreement.

E. Indemnification: The Agency will defend, indemnify, save, and hold harmless the County and its employees and agents against any and all losses, claims, suits, judgments, or liabilities incurred as a result of any act or omission by the Agency, or its employees, agents, volunteers, subcontracts, or assignees pursuant to the terms of this Funding Agreement. The Agency will pay all costs and reasonable attorney's fees, if any, incurred by the County as a result of any such claims or suits, provided that the Agency will have the right to defend the interests of the County with counsel selected by the Agency reasonably acceptable to the County.

In the alternative, if the County is obliged to defend such claims or suits, the time, if any, of the attorneys and paralegals in the Boulder County Attorney's Office spent on any such claims or suits will be paid for by the Agency in accordance with the current hourly market rates in Boulder County for legal services at the time of such legal defense for submission of litigation billing and charges in court cases.

F. Jurisdiction and Venue: All suits, actions, or proceedings related to this Funding Agreement will be held in the State of Colorado and exclusive venue will be in the County of Boulder.

G. Governing Law: The laws of the State of Colorado will govern the interpretation and enforcement of this Funding Agreement.

H. Amendment: No amendments or modifications will be made to this Funding Agreement unless it is in writing and signed by both Parties.

I. Severability: In the event it is determined by a final, non-appealable order of a court of competent jurisdiction that any provision of this Funding Agreement or any other Funding Document is invalid, illegal, or unenforceable, the remaining provisions will survive and their validity, legality or unenforceability will not in any way be affected or impaired thereby, and the Agency and the County agree they will take all such actions as are necessary and reasonable to achieve, to the greatest degree and for the longest possible term, the intent of the affected provisions.

J. No Third-Party Beneficiary: The enforcement of the terms and conditions of this Funding Agreement and all rights of action relating to such enforcement will be strictly reserved to the County and the Agency, and nothing contained in this Funding Agreement will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Funding Agreement that any person receiving services or benefits under this Funding Agreement will be deemed an incidental beneficiary only.

K. No Waiver: No failure on the part of any of the Parties to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Funding Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or remedy under this Funding Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

L. CORA Disclosure: To the extent not prohibited by federal law, this Funding Agreement is subject to public release through the Colorado Open Records Act (CORA), CRS §24-72-101, et seq. Any related documentation, records, and communications may also be subject to public release under CORA.

M. Non-Discrimination: The Agency will not discriminate on the basis of race, creed, color, gender, gender identity, age, marital status, national origin, disability or familial

status, religion, sexual orientation, genetic information, or any other status protected by applicable federal, state, or local law in the performance of its obligations hereunder.

N. Safe Condition: The Agency will maintain the Property in good and safe condition in all respects, and in full compliance with all applicable laws, ordinances, rules, and regulations of any governmental authority with jurisdiction over matters concerning the Property.

O. Controlling Authority: The Agency will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and in any event, the requirements of this Funding Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other provisions in conflict herewith.

P. No Joint Venture: Nothing in this Funding Agreement will be deemed to create an agency, partnership, joint venture or employment relationship between the Parties.

Q. Electronic Signatures and Electronic Records: Each of the Parties consents to the use of electronic signatures by the other Party. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by any of Parties in the manner specified by such signing Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

26. EARLY TERMINATION BY AGENCY

The Agency may terminate this Funding Agreement at any time by giving the County written notice of its intention to do so. In the event that the Agency chooses to exercise this option, the Agency must repay to the County the full Award Amount plus an additional 5% interest. Upon repayment of the Award Amount and interest, this Funding Agreement will immediately terminate. Upon termination, the County will release any security documents that the County recorded against the Property pursuant to this Funding Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Funding Agreement to be duly executed as of the Effective Date.

BOULDER PRIDE dba OUT BOULDER COUNTY, a
Colorado nonprofit corporation

By: Mardi Moore
Name: Mardi Moore
Title: Executive Director

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

By: _____

Name: Ashley Stolzmann

Title: Chair of the Board of County Commissioners

Attest: _____

Date: _____

Matthew Ramos

Clerk to the Board

EXHIBIT A

LEGAL PROPERTY DESCRIPTION

**LOT 4 BLK 2 AIRPORT WEST CENTER 2 EXEMPT PER DPT FILE NO 07-01969-01,
COUNTY OF BOULDER, STATE OF COLORADO.**

Also known by street and number as **3340 Mitchell Ln Boulder, CO 80301.**

EXHIBIT B

I. PURPOSE OF FUNDING AGREEMENT

The County has awarded BOULDER PRIDE dba OUT BOULDER COUNTY with \$200,000 in Worthy Cause 2024 Funds for renovations and improvements, specifically to increase ADA accessibility.

II. DESCRIPTION OF THE PROJECT

Worthy Cause funds will be used to purchase and install an elevator. The evaluator will increase ADA accessibility and is part of a larger renovation and improvement project. The new 9,505 square foot building located at 3340 Mitchell Lane in Boulder, aptly named Equality Center of the Rocky Mountains, now serves as the primary location for community services, programming, and administrative offices. The expansion was made to accommodate rapidly expanding programming and services, continued community engagement efforts, and the organization's growing staff.

III. DESCRIPTION OF AGENCY'S MISSION

Working independently and in collaboration, we facilitate connection, advocacy, education, research, and programs to ensure LGBTQ+ people and communities thrive in Boulder County and beyond.

IV. DESCRIPTION OF THE PROGRAM

BOULDER PRIDE dba OUT BOULDER COUNTY (OBC) has a long history of uplifting, protecting, and creating equality for individuals identifying as lesbian, gay, bisexual, transgender, and queer (LGBTQ+) in Boulder County and beyond. The work of OBC responds to the discrimination against, and oppression of, the LGBTQ+ community, which has led to social isolation, fear, and physical and behavioral health challenges. OBC works in tandem with community partners as part of a larger ecosystem of social service agencies in Boulder and the surrounding communities to deliver services to LGBTQ+ youth, adults, and their allies.

V. SCOPE OF SERVICES

As a material inducement for the County's award of the Worthy Cause Funds to the Agency, the Agency will provide the following human services to residents of Boulder County.

- Social and educational program for LGBTQ+ youth and their allies ages 11-18.
- Behavioral health programs provide an entry point for low-income LGBTQ+ community.
- members to access culturally responsive behavioral health (mental health and substance abuse) therapy and case management services.
- Hosts a variety of weekly meetings specifically for LGBTQ+ youth and adults.

VI. PROPERTY VALUE: \$1,863,000

VII. NOTICE

Notices will be sent to the addresses below:

For the County: Boulder County Community Services
P.O. Box 471
Boulder, CO 80306
Attn: Worthy Cause

with a copy to: Boulder County Attorney's Office
P.O. Box 471
Boulder, CO 80306
Attn: Worthy Cause Attorney

For the Agency: BOULDER PRIDE dba OUT BOULDER COUNTY
3340 Mitchell Ln
Boulder, CO 80301
Attn: Executive Director

EXHIBIT C

PROMISSORY NOTE

BOULDER COUNTY WORTHY CAUSE DEBT

\$200,000[DATE]

FOR VALUE RECEIVED, **BOULDER PRIDE dba OUT BOULDER COUNTY**, a Colorado nonprofit corporation or housing authority ("**Borrower**"), promises to pay to the order of the County of Boulder, Colorado, a body corporate and politic ("**Payee**"), the principal sum of **\$200,000**, together with interest thereon at a rate as set forth herein. Principal and accrued interest are subject to repayment by Borrower through the date that is exactly 99 years after the date of this Note, as set forth herein.

Notwithstanding anything herein to the contrary, except upon the occurrence of an event of default, payments will be not required under this Note. Events of default are described collectively in this Note, the Boulder County Worthy Cause Funding Agreement, and the Deed of Trust.

This Note evidences a debt owed by Borrower to Payee, due and payable upon an Event of Default, pursuant to a Boulder County Worthy Cause Funding Agreement dated [DATE OF SIGNATURE] (the "**Funding Agreement**") between Borrower and Payee. Borrower (i) acknowledges and agrees that the Funding Agreement requires Borrower to perform certain obligations under the Funding Agreement, and Borrower agrees to perform, and will perform its obligations under the Funding Agreement, and (ii) any default under the Funding Agreement for which Borrower is responsible, if not cured within applicable cure periods, will constitute a default under this Note.

This Note is executed in connection with and is secured by, and the holder of this Note is entitled to the benefits of a Deed of Trust to Public Trustee ("**Deed of Trust**") given by Borrower for the benefit of Payee to secure this Note. Reference is made to the Deed of Trust for a description of the property covered thereby and the rights, remedies and obligations of the holder hereof in respect thereto.

Time is of the essence hereof. In the event of any default or event of default under the provisions of the Deed of Trust, that is not cured within any applicable cure periods set forth therein, then the whole outstanding principal sum of this Note plus accrued interest and all other obligations of Borrower to holder, direct or indirect, absolute or contingent, now existing or hereafter arising, will, at the option of the holder of this Note, become immediately due and payable without notice or demand, and the holder of this Note will have and may exercise any or all of the rights and remedies provided herein and in the Deed of Trust, as they may be amended, modified or supplemented from time to time, and under applicable law.

If Borrower fails to pay any amount due under this Note and Payee has to take any action to collect the amount due or to exercise its rights under the Deed of Trust, including, without limitation, retaining attorneys for collection of this Note, or if any suit or proceeding is brought for the recovery of all or any part of or for protection of the indebtedness or to foreclose the Deed of Trust, then Borrower agrees to pay on demand all reasonable costs and expenses of any

such action to collect, suit or proceeding, or any appeal of any such suit or proceeding, incurred by Payee, including, but not limited to, the reasonable fees and disbursements of Payee's attorneys and their staff.

Borrower waives presentment, notice of dishonor, notice of acceleration and protest, and assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral and to the addition or release of any party. No waiver of any payment or other right under this Note will operate as a waiver of any other payment or right.

In the event that this Note becomes due and payable following Borrower's default under the provisions of the Deed of Trust, or Borrower otherwise terminates the Funding Agreement prior to the expiration of its 99-year term, the Borrower will pay to Payee the principal sum of **\$AMOUNT** plus 5% interest.

If any provision in this Note will be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality or enforceability of any defective provisions will not be in any way affected or impaired in any other jurisdiction, and in case of such determination of invalidity, illegality or unenforceability, all other provisions of this Note will remain fully enforceable and will be interpreted so as to give force and effect to the maximum extent possible of the intent of the parties in drafting the provisions of this Note, including any provision that has been held to be invalid, illegal or unenforceable.

No delay or failure of the holder of this Note in the exercise of any right or remedy provided for hereunder will be deemed a waiver of such right by the holder hereof, and no exercise of any right or remedy will be deemed a waiver of any other right or remedy that the holder may have.

Neither Borrower, any member, partner, officer, director, shareholder, employee, agent or affiliate of Borrower, or any third party will have any personal liability for any amounts owing under this Note, and in the event of any default under this Note Payee will look solely to the collateral securing this note, and will not be entitled to seek any deficiency from Borrower, or any member or affiliate of Borrower, or any third person.

All notices given hereunder will be in writing, will be hand delivered or sent by overnight courier or by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

For the Payee: Boulder County Community Services
 P.O. Box 471
 Boulder, CO 80306
 Attn: Worthy Cause

with a copy to: Boulder County Attorney's Office
 P.O. Box 471
 Boulder, CO 80306
 Attn: Worthy Cause Attorney

For the Borrower: BOULDER PRIDE dba OUT BOULDER COUNTY

3340 Mitchell Ln
Boulder, CO 80301
Attn: Executive Director

Any such notice will be deemed effective when hand delivered, or one day after timely delivery to an overnight courier for next day delivery (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the U.S. Postal Service.

At the option of the holder hereof, an action may be brought to enforce this Note in the District Court in the County of Boulder, Colorado or in any other court in which venue and jurisdiction are proper. Borrower and all signers or endorers hereof consent to venue and jurisdiction in the District Court in the County of Boulder, Colorado, and to service of process as permitted under Colorado law, in any action commenced to enforce this Note.

This Note is to be governed by and construed according to the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in the State of Colorado for performance in the State of Colorado, without regard to principles of conflicts of laws. Time is of the essence in all provisions of this Note.

BORROWER:

BOULDER PRIDE dba OUT BOULDER COUNTY, a
Colorado nonprofit corporation

By: _____

Name: _____

Title: Executive Director

EXHIBIT D

DEED OF TRUST TO PUBLIC TRUSTEE BOULDER COUNTY WORTHY CAUSE DEBT

Grantor: **BOULDER PRIDE dba OUT BOULDER COUNTY**, a Colorado nonprofit corporation, whose address is 3340 Mitchell Ln, Boulder, CO 80301.

Beneficiary: County of Boulder, Colorado, a body corporate and politic, whose address is 1325 Pearl Street, Boulder, CO 80302.

Trustee: The Public Trustee of the County of Boulder, Colorado.

Property: Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of Boulder, State of Colorado:

**LOT 4 BLK 2 AIRPORT WEST CENTER 2 EXEMPT PER DPT FILE NO 07-01969-01,
COUNTY OF BOULDER, STATE OF COLORADO.**

Also known by street and number as **3340 Mitchell Ln Boulder, CO 80301.**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions will also be covered by this Deed of Trust to Public Trustee ("Deed of Trust"). All of the foregoing is referred to in this Deed of Trust as the "Property."

Obligations Secured:

All indebtedness evidenced and created by a Promissory Note of even date herewith from Grantor in the principal amount of \$200,000 (the "Note"), payable to Beneficiary, which Note evidences a debt payable in accordance with the terms and provisions of the Note, and all renewals, extensions, modifications, amendments and restatements thereof and substitutions therefor; and

All other indebtedness due under the Note, this Deed of Trust, the Boulder County Worthy Cause Funding Agreement ("Funding Agreement"), and/or any other document, instrument or agreement evidencing, securing or governing the debt evidenced by the Note (the Note, this Deed of Trust, the Funding Agreement and all such other documents, instruments and agreements and all amendments, replacements, extensions and renewals of any of the foregoing are hereinafter collectively referred to as the "Debt Documents").

The obligations described in this Section 5 are referred to as the "Obligations."

Grant. As security for the Obligations, Grantor hereby grants, bargains, sells, mortgages and conveys the Property to Trustee in trust with the power of sale for the use and benefit of Beneficiary.

Representations. Grantor covenants that Grantor owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date. Grantor warrants that the person signing this Deed of Trust on behalf of Grantor has been fully and properly authorized to do so and that this Deed of Trust constitutes the valid, binding and enforceable obligation of Grantor.

Covenants of Grantor. Grantor covenants and agrees to:

(a) satisfy all the Obligations on or before the date the Obligations are due and to comply with and perform according to their terms all of the covenants and agreements contained in this Deed of Trust, the Note, the Funding Agreement, and any other Debt Documents;

(b) perform all of Grantor's obligations under any prior deed of trust and any other prior liens ("Permitted Encumbrances"). Grantor will pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust. Despite the foregoing, Grantor will not be required to make payments otherwise required by this section if Grantor, after notice to Beneficiary, will in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Grantor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed;

(c) obtain and maintain at all times policies of insurance in an amount equal to the full replacement cost of all improvements on the Property, insuring against all risk of loss, damage, destruction, theft or any other casualty, and such other hazard or similar insurance as Beneficiary may reasonably require, and to obtain and maintain comprehensive general liability insurance covering the Property and Grantor in an amount reasonably satisfactory to Beneficiary, all of the foregoing with such policy provisions and with such companies as may be reasonably approved by Beneficiary, with Beneficiary named as a loss payee (with respect to property insurance) and as an additional insured (with respect to liability insurance) and providing that any such policy will not be canceled without 30 days' prior written notice from the insurer to Beneficiary, and to assign and deliver original or certified copies of all policies of insurance to Beneficiary;

(d) keep the Property and any improvements which may at any time be on the Property in good condition and repair and not to commit or suffer any material waste;

(e) not commit or suffer destruction or removal of all or any material part of the Property without the prior written consent of Beneficiary;

(f) comply with applicable insurance policy provisions and all laws, ordinances, rules and regulations of governmental authorities governing or applicable to the Property or its use;

(g) keep the Property and any improvements thereon free and clear of all material liens, judgments or other encumbrances other than the Permitted Encumbrances; and

(h) appear in and defend any action or proceeding purporting to affect the Property and any improvements thereon. Grantor acknowledges that the amounts advanced by

Beneficiary under the Note represent funds received by Beneficiary pursuant to the Funding Agreement, **Boulder County Worthy Cause Funding Agreement** dated [DATE OF SIGNATURE], between Grantor and Beneficiary, and that the Funding Agreement requires Beneficiary to secure Grantor's agreement to perform certain obligations under the Funding Agreement. Grantor further covenants and agrees that it agrees to perform, and will perform, its obligations under the Funding Agreement, and will indemnify, defend and hold harmless Beneficiary from any loss, claims or damages arising from Grantor's failure to perform such obligations.

Events of Default. The occurrence of any of the following will constitute an "event of default" hereunder:

- (a) Grantor's failure to perform or observe any other covenant, agreement, duty or obligation contained in this Deed of Trust, which failure is not cured within 90 days after notice thereof from Beneficiary to Grantor or such longer period as may reasonably be necessary so long as Grantor is diligently working in good faith to cure;
- (b) Any warranty, representation or statement of Grantor in this Deed of Trust, or otherwise made or furnished to Beneficiary by or on behalf of Grantor, proves to have been false in any material respect when made or furnished; or
- (c) The occurrence of any default or event of default (however defined) under the Note or any of the other Debt Documents, which include but are not limited to:
 - i. Failure of Grantor to use the Property for a period of thirty (30) or more consecutive days as a necessary and integral part of the Program, as defined in the Funding Agreement;
 - ii. Failure of the Grantor to fulfill its obligations under the Funding Agreement or otherwise materially violate any covenant therein;
 - iii. All or any part of the Grantor's interest in the Property is sold, assigned, conveyed, hypothecated, alienated, or otherwise transferred without the Beneficiary's prior written consent;
 - iv. The filing of a petition by the Grantor for any proceedings under federal or state bankruptcy acts or other similar-type proceedings seeking protection from creditors not dismissed within 120 days thereafter;
 - v. The giving by the Grantor of an assignment of any interest in the Property for the benefit of creditors; or
 - vi. The dissolution of the Grantor as an entity other than in conjunction with a merger or consolidation of said entity into, or the transfer of the Property to, another or surviving entity which will thereby become the owner of the Property and continue the Program, as defined in the Funding Agreement.

Remedies Upon Default. Upon the occurrence of any event of default, Beneficiary will have the following rights and remedies which will be cumulative and which may be exercised with or without notice, and which may be exercised separately, independently or concurrently and more than once and in any order, and without any election of remedies to be deemed made, and without affecting the right of Beneficiary to exercise any other remedy hereunder or which Beneficiary may have in law, and without regard to other remedies then, theretofore or thereafter pursued or being pursued: (a) to declare any or all of the Obligations immediately due and payable; (b) to take immediate possession, management and control of the Property and to lease, operate, repair and maintain the same at the expense of Grantor and to perform such acts thereon or in connection therewith as Beneficiary may deem necessary or desirable; (c) to collect and receive any and all rents, issues and profits from the Property and to apply the same to the Obligations or to the repair or maintenance of the Property, or both; (d) to apply for and obtain, ex parte and without notice, the appointment of a receiver for the Property or of the rents, issues and profits thereof, or both, and to have such receivers appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existence of waste with Grantor hereby specifically waiving any right to any hearing or notice of hearing prior to the appointment of a receiver, and to have sums received by such receivers, after deducting and paying costs and expenses of such receiverships, including attorneys' fees of Beneficiary, applied to the Obligations in such manner and order as Beneficiary may request; and (e) to foreclose this Deed of Trust through the Trustee or through the courts as the Beneficiary may desire and to become the purchaser of the Property at any foreclosure sale. If foreclosure is made through the Trustee, such foreclosure will be conducted in the manner provided by the laws of the State of Colorado.

The proceeds of any foreclosure sale will first be applied to (a) reimburse Beneficiary for reasonable costs and expenses of foreclosure and attorneys' fees, (b) to retire obligations secured by liens having priority over this Deed of Trust, and (c) the balance of the proceeds will be paid first to Beneficiary to pay the Obligations, with the surplus, if any, to be paid to the owner of the Property on the date of the foreclosure sale.

No member, partner, officer, director, shareholder, employee, or agent of Grantor, or any other third party, will have any personal liability for any amounts due under this Deed of Trust, and in the event of a default, Beneficiary will look solely to the collateral for payment of the Obligations, and will not be entitled to seek any deficiency from any third party.

Miscellaneous. (a) This Deed of Trust and each of its provisions will be binding upon the heirs, personal representatives, successors and assigns of Grantor and will inure to the benefit of the Trustee, the Beneficiary and her and its successors and assigns. (b) This Deed of Trust may be amended or modified only by an instrument in writing signed by the party charged with such amendment or waiver. (c) The Trustee may, upon production of the Note duly canceled, or a properly executed Request for Release of Deed of Trust without evidence of debt, and payment of all fees and costs by Grantor, release this Deed of Trust without further showing as to payment of the Obligations. (d) If there is more than one Grantor, all the terms and conditions of this Deed of Trust will apply to each of them. (e) The Trustee may release parts of the Property from the lien of this Deed of Trust upon the request of Beneficiary without impairing any rights or priority Beneficiary may have in the remainder of the Property or against Grantor. (f) Failure on the Beneficiary's part to exercise its rights in the event of any one default will not constitute a waiver of such rights in the event of any subsequent default. (g) Any notice and other

communications required or contemplated by this Deed of Trust will be in writing and will be delivered (and deemed given) as set forth in the Note, addressed to the parties at the respective addresses set forth in the Note or at such other address as may be designated in writing from time to time by the Grantor or the Beneficiary. (h) Grantor and any other party liable for the Obligations hereby consent to venue and jurisdiction in the District Court in and for the County of Boulder, State of Colorado, and in the United States District Court for the District of Colorado, and to service of process under Section 13-1-124(1)(A) and 13-1-125 Colorado Revised Statutes, as amended, in any action commenced in connection with this Deed of Trust or enforcement of the Obligations. (l) Time is of the essence of this Deed of Trust in all duties and Obligations to be performed by Grantor under this Deed of Trust.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust effective as of [DATE].

GRANTOR:

BOULDER PRIDE dba OUT BOULDER COUNTY, a
Colorado nonprofit corporation

By: _____
Name: _____
Title: Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was signed before me this _____day of _____,
2024, by _____, as Executive Director of BOULDER PRIDE dba OUT
BOULDER COUNTY, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires _____

Notary Public

EXHIBIT E

RESTRICTIVE COVENANT RUNNING WITH THE LAND (HUMAN SERVICES)

After recording return to:
Boulder County Attorney's Office
Attention: Worthy Cause Attorney
P.O. Box 471
Boulder, CO 80306

This Restrictive Covenant Running with the Land ("Covenant") is made and entered into to be effective this _____ day of _____, 2024 by and between the County of Boulder, State of Colorado, a body corporate and politic ("County" and "Grantee") and **BOULDER PRIDE dba OUT BOULDER COUNTY**, a Colorado nonprofit corporation its successors and assigns ("Grantor").

Recitals

- A. This Covenant applies to the real property commonly known as 3340 Mitchell Ln Boulder, CO 80301, Colorado (the "Restricted Property"); the legal description of which is attached hereto as Exhibit A.
- B. Grantor will acquire, construct, renovate, improve, build fixtures/improvements upon, preserve, own, operate and manage a non-profit human services delivery program on the Restricted Property (the "Program").
- C. The County administers Worthy Cause IV pursuant to Board of County Commissioners' Resolution No. 2017-89 and 2017 County Ballot Issue 1A, "Worthy Cause 0.05% Countywide Sales and Use Tax Extension," which was adopted by the voters of the County of Boulder in November 2017.
- D. The purpose of Worthy Cause IV is to address the critical need for capital funding of nonprofit human services agencies and housing authorities within Boulder County that provide health, mental health, transitional and permanently affordable housing and other human services, including but not limited to childcare and early childhood education, basic needs such as food and clothing, and services for the elderly and people with disabilities.

- E. Worthy Cause IV funds are collected by and through a voter-approved 0.05% county-wide sales and use tax. Worthy Cause IV funds are awarded to select eligible nonprofit organizations for capital purposes, including but not limited to acquisitions, construction, preservation, renovations, improvements, and reduction of capital debts.
- F. In Grantor's application for Worthy Cause IV funds, Grantor made certain representation to the County as to the type and extent of human services to be provided on the Restricted Property as an integral part of the Program.
- G. Based upon Grantor's representations, the County has determined to provide Grantor an allocation of Worthy Cause IV funds (the "Funds"), pursuant to a mutually executed Funding Agreement. Grantor will use the Funds as required by the Funding Agreement. The County has determined that investing in the Restricted Property to allow for the provision of human services thereon is consistent with the purpose of Worthy Cause IV and enhances the health, safety and welfare of Boulder County citizens.
- H. Grantor has agreed to permanently limit the use of the Restricted Property to non-profit human services programming through this Covenant and to assign the County the right to enforce compliance with this Covenant. The Boulder County community will benefit from the non-profit human services programming on the Restricted Property that this Covenant requires.
- I. Grantor desires to grant to the County a restrictive covenant running with the land over the Restricted Property in exchange for, and in consideration of, inter alia, the County providing the Funds to Grantor. It is the intent of both Parties that, during the term of this Covenant, this Covenant shall be binding on Grantor, its successors and assigns.
- J. Grantor and the County desire that this Covenant be recorded in the official land records of Boulder County to create covenants running with the land for the purpose of enforcing certain undertakings of Grantor in connection with Worthy Cause IV by restricting the use of the Restricted Property as set forth herein.
- K. Grantor, by entering into this Covenant, consents to County enforcement of the covenants, terms, and conditions of this Covenant.
- L. Grantor, under this Covenant, intends, declares and covenants that the restrictive covenants set forth herein governing the use of the Restricted Property shall be and are covenants running with the Restricted Property land for the term stated herein and binding upon all subsequent owners of the Restricted Property for such term.

M. Grantor acknowledges that it has or will benefit from the Funds.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, Grantor and the County agree as follows:

1. Recording and Filing; Covenants to Run with the Land.

- a. This Covenant shall be placed of record in the real property records of Boulder County, Colorado. Except as otherwise provided herein, the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, Grantor and its successors and assigns, and the County and its successors and assigns, and all subsequent owners of the Restricted Property or any interest therein, for the period prescribed herein under Term of Restriction.
- b. Grantor hereby agrees that any and all requirements of the laws of Colorado to be satisfied in order for the provisions of this Covenant to constitute restrictive covenants running with the land shall be deemed to be satisfied in full, including without limitation that this Covenant does not constitute an unreasonable restraint on alienation of the Restricted Property or any interests therein, and that any requirement of privity of estate are intended to be satisfied or, in the alternative, that an equitable servitude has been created to insure that the covenants, conditions, and restrictions herein run with the land.
- c. During the term of this Covenant, each and every contract, deed or other instrument hereafter executed conveying the Restricted Property or portion thereof shall expressly provide that such conveyance is subject to this Covenant, provided, however, the covenants contained herein shall survive and be effective as to successors and/or assigns of all or any portion of the Restricted Property, regardless of whether such contract, deed or other instrument hereafter executed conveying the Restricted Property or portion thereof provides that such conveyance is subject to this Covenant.
- d. Grantor agrees to limit the use of the Restricted Property for the term of this Covenant to operate the Program.

2. Representations, Covenants and Warranties of Grantor. Grantor covenants, represents and warrants the following to the County, as a material inducement to the County to execute this Covenant, which representations and warranties shall survive the execution and delivery of this Covenant and any termination of this Covenant.

- a. Grantor is duly organized under the laws of the State of Colorado, and is qualified to transact business under the laws of the State.

- b. To the extent required by law, Grantor is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Program and the Restricted Property.
 - c. Execution of this Covenant and performance thereof is within Grantor's duly authorized powers.
 - d. Any individual executing this Covenant for Grantor is authorized to do so.
 - e. Grantor is financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to perform its obligations under the Covenant.
 - f. Grantor will have, on the date this Covenant is recorded, good and marketable title to the Restricted Property.
 - g. Grantor shall not discriminate on the basis of race, creed, color, gender, gender identity, age, marital status, national origin, disability or familial status, religion, sexual orientation, genetic information, or any other status protected by applicable federal, state, or local law in the administration and operation of the Program with respect to service delivery or employment of persons for the Program.
 - h. Grantor has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and in any event, the requirements of this Covenant are paramount and controlling as to the rights and obligations herein set forth and supersede any other provisions in conflict herewith.
 - i. If Grantor becomes aware of any situation, event, or condition which would result in noncompliance of the Program or Grantor with Colorado law, Grantor shall promptly give written notice thereof to the County.
3. Term of Restrictions.
- a. Except as otherwise provided herein, this Covenant shall run with the land and shall restrict the use of the Restricted Property in accordance with the terms herein for a term of 99 years commencing on the date this Covenant is fully executed.
 - b. This Covenant shall terminate on the date the Restricted Property is acquired by foreclosure or deed in lieu of foreclosure unless the County determines that such acquisition is part of an arrangement with Grantor a purpose of which is such termination.
4. Compliance Monitoring. Grantor acknowledges that Boulder County may monitor the compliance by Grantor and the Program with the requirements of Colorado law. In addition to its specific agreements and undertakings in this Covenant, Grantor shall take or cause to be taken all other and further actions required of Grantor by the County in order to satisfy such monitoring requirement, which actions shall be designated in writing

by the County to Grantor not less than 60 days (or such other period as may be required by law) prior to the date by which such actions must first be taken.

5. Grantor Certifications and Reports. The County has the right to request any information or documentation related to the Program from the Grantor. Grantor shall provide any information, documents or certifications requested, from time to time, by the County with respect to the Program's operational and financial condition which the County reasonable deems necessary to substantiate Grantor's continuing compliance with the provisions of this Covenant and Colorado law.
6. Transfer Restrictions.
 - a. Grantor shall not sell, assign, convey, transfer or otherwise dispose of the Restricted Property or any portion thereof without the prior written consent of the County. Such consent shall be given provided that: (i) Grantor is in compliance with the requirements of this Covenant and of Colorado law; (ii) the proposed transferee of the Restricted Property evidences, to the reasonable satisfaction of the County, its willingness and ability to comply with the terms of this Covenant; and (iii) the County shall be paid a transfer fee, as determined from time to time by the County, not to exceed \$500.00, as adjusted for inflation from the effective date of this Covenant.
 - b. Grantor shall include, verbatim or by incorporation by reference, all requirements and restrictions contained in this Covenant in any deed or other documents transferring any interest in the Restricted Property to any other person or entity to the end that such transferee has notice of and is bound by such restrictions, and shall obtain the express written assumption of this Covenant by any such transferee.
 - c. During the term of this Covenant, before the Grantor may sell the Restricted Property to a third party, the Grantor shall first offer the Restricted Property to the County following the procedures set forth in this paragraph. The County shall have thirty (30) days following the date Grantor first presents the County such offer to decide whether to try to negotiate an agreement for the purchase of the Restricted Property from Grantor. If the County desires to try to negotiate such an agreement, the County shall, within said thirty (30) day period, deliver to Grantor written notice thereof. Promptly thereafter, the Parties shall commence good faith negotiations exclusively with each other for a period not to exceed 120 days after the date the County gives the requisite notice to Grantor. If Grantor does not receive said notice within said thirty (30) day period, or if Grantor receives said notice within said period but the Parties do not enter into a legally binding, written agreement for the purchase and sale of the Restricted Property within said 120 day period, Grantor shall be free to enter into an agreement with a third party

on terms (considered as a whole) no more favorable to the third party than Grantor offered to the County.

- d. In the case of potential or actual foreclosure, the County shall reserve the option to acquire the Restricted Property. The Parties agree to the following provisions related to foreclosure or foreclosure prevention:
 - i. Grantor agrees that it will give immediate notice to the County upon the first to occur of: (a) the date any notice of foreclosure is provided to Grantor or any foreclosure is commenced against the Restricted Property, or (b) the date when Grantor becomes 21 days late in making a payment on any indebtedness encumbering the Restricted Property required to avoid foreclosure.
 - ii. At any time within 60 days after receipt of any notice described immediately above, the County may (but shall not be obligated to) proceed to make any payment required in order to avoid foreclosure or needed in order to redeem the Restricted Property after foreclosure. Upon making any such payment, the County shall succeed to all rights of Grantor to the Restricted Property and shall assume all of Grantor's rights and obligations under the encumbrance underlying the foreclosure proceedings, subject to the terms of this Covenant. In such event Grantor shall forthwith quit the Restricted Property and relinquish possession thereof to the County.
 - iii. The County's rights above to assume all of Grantor's rights to the Restricted Property may only be exercised after the commencement of foreclosure proceedings with respect to Grantor's interest in the Restricted Property, which are not dismissed within 90 days.
 - iv. Grantor shall repay to the County all sums paid by the County in connection with the encumbrance and all other sums reasonably expended by the County in relation to the Restricted Property, plus three percent simple interest from each date of expenditure. This redemption may only occur within one of the following time periods from the date when the County made the first of any payments, whichever period is longer: twelve months; or the period of time allowed by C.R.S. § 38-38-302, or any successor statute, for redemption by the foreclosed-upon owner of real property that has been sold pursuant to the foreclosure of a deed of trust or mortgage. As of the date of such redemption, Grantor shall re-assume all of its rights and obligations under the encumbrance. At the end of redemption period set forth herein, if Grantor's interest has not been so redeemed, all right, title and interest of Grantor in the Restricted Property shall be extinguished, and Grantor shall execute a quit claim deed to the County to evidence transfer of title to the County.

7. Physical Maintenance/Management/Books/Records/Inspections.

- a. Grantor shall maintain the Restricted Property and any buildings thereon in a manner reasonably satisfactory to the County, taking into account applicable health, safety and building codes.
- b. Grantor is required to keep all records related to the Program for a minimum of the most recent five-year period. Records may be maintained in electronic format.

8. Enforcement.

- a. Grantor covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of this Covenant.
- b. The County shall be permitted access to, and entrance upon, the Restricted Property at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions herein contained. The County shall provide Grantor with five days' advance notice of its intention to enter the Restricted Property, except if the County determines there is an immediate need to take emergency action to prevent a violation of this Covenant.
- c. In the event of any failure of Grantor to comply with the provisions of this Covenant, the County shall inform Grantor by written notice of such failure and provide Grantor a period in which to correct such failure. If any such failure is not corrected to the satisfaction of the County within the period of time specified by the County, which shall be at least 90 days after the date any notice to Grantor is mailed, or within such further time as the County determines is necessary to correct the violation, but not to exceed any limitations set by applicable regulations, without further notice the County may declare a default under this Covenant effective on the date of such declaration of default, and the County may (i) apply to any court, state or federal, for specific performance of this Covenant or an injunction against any violation of this Covenant; (ii) secure the appointment of a receiver to operate the Program in compliance with this Covenant; or (iii) exercise any other remedies at law or in equity or any such other action as shall be necessary or desirable to correct non-compliance with this Covenant.
- d. **Grantor and the County each acknowledges that the primary purpose of requiring compliance by Grantor with the restrictions provided in this Covenant is to assure compliance of the Program and Grantor with the language and purpose of Worthy Cause IV, as described and referenced in the above Recitals, AND BY REASON THEREOF, GRANTOR IN CONSIDERATION OF RECEIVING THE BENEFIT OF WORTHY CAUSE CAPITAL FUNDING HEREBY AGREES AND CONSENTS THAT THE COUNTY SHALL BE ENTITLED, FOR ANY BREACH OF**

THE PROVISIONS HEREOF, AND IN ADDITION TO OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY GRANTOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN ANY COURT, STATE OR FEDERAL, OF COMPETENT JURISDICTION, Grantor hereby further specifically acknowledging that the beneficiaries of Grantor's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

9. Miscellaneous.

- a. Notices. All notices to be given pursuant to this Covenant shall be in writing, signed by a person duly authorized to provide such notice, and shall be deemed given when sent by (i) first class registered or certified mail, return receipt requested, (ii) facsimile transmission, or (iii) electronic mail, read receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. All notices shall be deemed sufficient (i) upon receipt after dispatch by registered or certified mail, (ii) upon confirmation of receipt when transmitted by facsimile transmission, or (iii) upon confirmation of receipt when transmitted by electronic mail.

For the County: Boulder County Community Services
P.O. Box 471
Boulder, CO 80306
Attn: Worthy Cause

with a copy to: Boulder County Attorney's Office
P.O. Box 471
Boulder, CO 80306
Attn: Worthy Cause Attorney

For the Agency: BOULDER PRIDE dba OUT BOULDER
COUNTY
3340 Mitchell Ln
Boulder, CO 80301
Attn: Executive Director

- b. Severability. The invalidity of any clause, part or provision of this Covenant shall not affect the validity of the remaining portions thereof.
- c. Governing Law. The laws of the State of Colorado shall govern the interpretation and enforcement of this Covenant. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Covenant shall be initiated and pursued by the Parties in the Courts of the 20th Judicial

District of the State of Colorado and the applicable Colorado Appellate Courts or within courts of the United States District Court for the District of Colorado, if appropriate.

- d. Amendments. This Covenant may be amended from time to time by any written instruments signed by both the County and Grantor.
- e. Breach. Any waiver of a breach of this Covenant shall not be held to be a waiver of any other or subsequent breach of this Covenant. All remedies afforded in this Covenant shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- f. Invalidity Provision. Should any of the provisions of this Covenant be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Covenant, forthwith.
- g. Headings. Headings in this Covenant are for convenience or reference only and shall not be used in the interpretation or construction of this Covenant.
- h. Governmental Immunity. Nothing in this Covenant shall be construed in any way to be a waiver by the County of its immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
- i. No Waiver; Remedies. No failure on the part of any of the Parties to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Covenant shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy under this Covenant preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- j. Counterparts. This Covenant may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be a single agreement.

- k. Electronic Signatures and Electronic Records. Each of the Parties consents to the use of electronic signatures by each of the other Parties. The Covenant, and any other documents requiring a signature hereunder, may be signed electronically by any of Parties in the manner specified by such signing Party. The Parties agree not to deny the legal effect or enforceability of the Covenant solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Covenant in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- l. Complete Agreement. This Covenant represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof. This Covenant supersedes, as of the Effective Date, any and all prior agreements between the Parties relating to the subject matter of this Covenant, whether written or oral or partly written and partly oral.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this agreement to be signed by its respective duly authorized representative, as of the day and year first written above.

BOULDER PRIDE dba OUT BOULDER COUNTY, a
Colorado nonprofit corporation

By: _____
Name: _____
Title: Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was signed before me this _____day of _____,
2024, by _____, as Executive Director of BOULDER PRIDE dba OUT
BOULDER COUNTY, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires _____

Notary Public

BOCC CONTRACT AMENDMENT

AMENDMENT SUMMARY		
This amendment makes changes to the following terms:		
<input checked="" type="checkbox"/> Contract Amount <input type="checkbox"/> Contract Dates <input checked="" type="checkbox"/> Scope of Work		
Amendment		
Amendment Number		2
Contract Identification from Original Contract		
Vendor Legal Name	Stillwater Ecosystem, Watershed & Riverine Sciences	
Vendor Contact Name	Sapna Khandwala	
Vendor Contact Email	sapna@stillwatersci.com	
Office or Department	Parks and Open Space	
Division /Program	Resource Planning Division	
Oracle Contract Number	302973	Version Number 3
■ Contract Amount		
<u>Not to Exceed</u> Amount of current contract, including all amendments	\$ 255,198.00	
Amendment Amount	\$ 74,374.00	
New Cumulative <u>Not to Exceed</u> Amount	\$ 329,572.00	
■ Contract Dates		
Amendment Effective Date	3/18/2024	
New End Date	8/30/2024	
■ Scope of Work		
Does this amendment remove any portion of the current scope of work?	No	
Does this amendment add new requirements to the scope of work?	Yes	
Are the fees and rates listed on the previous schedule changing?	Yes	
<i>Changes to the scope of work require a insurance requirements review. Is an updated insurance review attached as Exhibit A?</i>	Yes	
Scope of Work Changes: Describe the changes to scope of work in this box and, if needed, attach an Exhibit B with the details of the changes to the scope of work, including updated fee and rate sheets, if applicable: The additional Work includes extending and incorporating an approximately 5.0-acre area (Lower Reach) into the Project.		

Approved for use October 2023

All changes and modification request must be reviewed by the Boulder County Attorney's Office

Additional Contract Documents	
Check all that apply:	
<input checked="" type="checkbox"/> Exhibit A: Insurance Requirements <input checked="" type="checkbox"/> Exhibit B: Scope of Work and Fee Schedule <input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements (not required if previously included) <input type="checkbox"/> Exhibit D: _____ <input type="checkbox"/> Exhibit E: _____ <input type="checkbox"/> Exhibit F: _____	
County Internal Use Only	
Purchasing Details	
Project #	RFP# 7466-23
Does this amendment change the purchasing process the contract must follow due to an increase in amount or timeframe?	No
Bid Process Used	Bid Number Provided (award info attached in supporting documents)
Is a new bid waiver required on this contract?	Yes
Accounting Details	
126-27605-74000-1005-103088-OS51-0000	

This AMENDMENT ("Amendment") to the above-referenced Original Contract ("Contract") is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of Parks and Open Space _____ ("County") and Stillwater Ecosystem, Watershed & Riverine Sciences _____ ("Contractor" or "Vendor").

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** and **Additional Contract Documents**, if any are listed, are incorporated into the Contract by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment is effective and enforceable on the later of (a) the date it is fully executed by both parties or (b) the **Amendment Effective Date** (if any).

Approved for use October 2023

All changes and modification request must be reviewed by the Boulder County Attorney's Office



Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503
303-678-6200 • POSinfo@bouldercounty.org
www.BoulderCountyOpenSpace.org

ROUTING COVER SHEET

Document Details	Resolution no. 2024-031 A Resolution Designating Seasonal County Personnel to Enforce County Regulations Governing the Use of County Open Space
Document Type	Resolution
Parties	Erin Hartnett, Senior Park Ranger Bevin Carithers, Resource Protection Supervisor
Boulder County Legal Entity	Boulder County
Department	Parks & Open Space
Division/Program	Resource Management, Resource Protection
Mailing Address	5201 St. Vrain Rd., Longmont, CO 80503
Phone	Erin Hartnett 720-564-2650
E-mail	ehartnett@bouldercounty.gov bcarithers@bouldercounty.gov
Notes: Parks & Open Space, Resource Protection hired five seasonal park rangers: Bailey Eddy, Warren DeKoven, Melissa Georgi, Brady Berning, and Christina Currin for the 2024 season. The attached resolution designates these seasonal rangers to enforce the rules and regulations duly adopted by the County to control and regulate the use of County public lands and recreation facilities from the date of signing to December 31, 2024, whichever is shorter. Request: Chair Stolzmann sign the resolution.	

RESOLUTION NO. 2024-031

A RESOLUTION DESIGNATING SEASONAL COUNTY PERSONNEL TO ENFORCE COUNTY REGULATIONS GOVERNING THE USE OF COUNTY OPEN SPACE.

WHEREAS, the Board of County Commissioners is empowered by C.R.S. § 29-7-103(3) to adopt rules and regulations pertaining to Boulder County park and open space areas; and

WHEREAS, Boulder County, through its Board of County Commissioners, has elected to adopt such rules and regulations, which may be found in Resolution 2023-024, and which may be amended from time to time; and

WHEREAS, these rules and regulations are for the purpose of managing and protecting property which Boulder County owns, leases or otherwise manages as park and open space areas and are enforced in accordance with established resources and operating procedures; and

WHEREAS, C.R.S. §§ 29-7-101 et seq., allow the County to appoint personnel to enforce the rules and regulations adopted by the County to control and regulate the use of County lands; and

WHEREAS, the Boulder County Board of Commissioners desires to delegate seasonal Park and Open Space employees to enforce rules and regulations on Parks and Open Space Lands, in addition to sheriff patrol;

NOW, THEREFORE, BE IT RESOLVED that:

1. Pursuant to C.R.S. § 29-7-101(3)(a) the Board of County Commissioners hereby designates seasonal employees Bailey Eddy, Warren DeKoven, Melissa Georgi, Brady Berning, and Christina Currin to enforce the rules and regulations duly adopted by the County to control and regulate the use of County public lands and recreation facilities from the date of this Resolution until December 31, 2024, or for so long in 2024 as they are employed as seasonal rangers by Parks & Open Space, whichever is shorter.
2. Bailey Eddy, Warren DeKoven, Melissa Georgi, Brady Berning, and Christina Currin shall be subject to the requirements set forth in C.R.S. §§ 29-7-101(3)(a) and (b)(I – III) and shall have the power to control and regulate the use of Boulder County public lands and recreation facilities by issuance of citations or summonses and complaints. Bailey Eddy, Warren DeKoven, Melissa Georgi, Brady Berning, and Christina Currin shall not have the power to arrest or execute warrants and shall not have authority to enforce any other resolution, ordinance, or statute, unless otherwise provided by law.

IT IS HEREBY DECLARED by the Board of County Commissioners of the County of Boulder and State of Colorado that this resolution shall be effective upon execution.

The foregoing Resolution No. 2024-031 was approved by the Board of County Commissioners at a meeting held on April 16, 2024.

**BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY**

Ashley Stolzmann, Chair

ATTEST:

Clerk to the Board



Board of County Commissioners

TO: Ashley Stolzmann, Chair
Marta Loachamin, Vice Chair
Claire Levy, Commissioner

FROM: Robin A. Valdez

DATE: April 11, 2024

SUBJECT: Boards & Commissions – Appointment

ACTION
REQUESTED: Decision

VACANCIES & APPOINTMENTS

Housing & Human Services Advisory Committee (One Vacancy)

New Applicant: Kaycee Headrick (Early Childhood Council of Boulder Council)

Claire Levy County Commissioner **Marta Loachamin** County Commissioner **Ashley Stolzmann** County Commissioner

Boulder County Courthouse • 1325 Pearl Street • Boulder, Colorado 80302 • Tel: 303.441.3500 • Fax: 303.441.4525
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.org • commissioners@bouldercounty.org



Office of the County Attorney

Ben Pearlman, County Attorney • Tel: 303.441.3190 • Fax: 303.441.4794 • ca@bouldercounty.org
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306-0471 • www.bouldercounty.gov

MEMO FOR BUSINESS MEETING

Date: April 16, 2024

From: Conrad Lattes, Senior Assistant County Attorney
Yvette Bowden, Assistant County Administrator
Jeffrey Davis, Land Officer, Public Works

To: Board of County Commissioners

Subject: Purchase of Warner House Property and Delegation of Signature Authority

Background:

The county has been approached by the Mental Health Center of Boulder County about buying the Warner House Property, located at 2833 Broadway in the City of Boulder. The county has negotiated a purchase price of \$3,100,000 and a purchase agreement has been executed by Yvette Bowden on behalf of the county. Based on a value estimate by the county's realtors, this appears to be a reasonable amount, and the county has identified potential future uses for the site by nonprofit service providers that are not currently feasible with the county's existing properties. In addition, Public Works requests that the Board authorize Jeffrey Davis to sign documents at the closing on behalf of the county.

Recommendation:

Ratify the purchase agreement and grant Jeffrey Davis authority to sign documents on behalf of the county at the closing.



The Colorado Group, Inc.
3101 Iris Avenue Suite 240
Boulder, CO 80301
Phone: (303) 449-2131 Fax: (303) 449-8250

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-6-23) (Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)
(☐ Property with No Residences)
(☒ Property with Residences-Residential Addendum Attached)

Date: April 8, 2024

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. County of Boulder State of Colorado , (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☒ Other County of Boulder, State of Colorado, a body corporate and politic.

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. Mental Health Center of Boulder County (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Boulder , Colorado:
(insert legal description):
Lot 22A Jacobsens Rplt A, Replat of lots 22-25 Blk 1, Newlands, City of Boulder, Colorado

known as No. 2833 Broadway Boulder Colorado 80304
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including N/A remote controls). If checked, the following are owned by the Seller and included: ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions - Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:
None

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:
None

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: **on site surface parking**; and the use or ownership of the following storage facilities: **None**.

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):
None

2.5.8. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:
None

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **N/A**. Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):
N/A

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:
N/A

Any deeded water rights will be conveyed by a good and sufficient **N/A** deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:
N/A

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in

101 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
102 *N/A* .
103 ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
104 *N/A*
105
106
107
108
109 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
110 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
111 legal instrument at Closing.
112 **2.7.6. Water Rights Review.** Buyer ☐ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Water
113 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

114 **3. DATES, DEADLINES AND APPLICABILITY.**
115 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<i>5:00 PM Mountain Time</i>
2	§ 4	Alternative Earnest Money Deadline	<i>3 days from MEC</i>
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>5 days from MEC</i>
4	§ 8	Record Title Objection Deadline	<i>60 days from MEC</i>
5	§ 8	Off-Record Title Deadline	<i>5 days from MEC</i>
6	§ 8	Off-Record Title Objection Deadline	<i>60 days from MEC</i>
7	§ 8	Title Resolution Deadline	<i>65 days from MEC</i>
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>N/A</i>
		Owners' Association	
9	§ 7	Association Documents Deadline	<i>N/A</i>
10	§ 7	Association Documents Termination Deadline	<i>N/A</i>
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	<i>5 days from MEC</i>
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>5 days from MEC</i>
		Loan and Credit	
13	§ 5	New Loan Application Deadline	<i>N/A</i>
14	§ 5	New Loan Terms Deadline	<i>N/A</i>
15	§ 5	New Loan Availability Deadline	<i>N/A</i>
16	§ 5	Buyer's Credit Information Deadline	<i>N/A</i>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>N/A</i>
18	§ 5	Existing Loan Deadline	<i>N/A</i>
19	§ 5	Existing Loan Termination Deadline	<i>N/A</i>
20	§ 5	Loan Transfer Approval Deadline	<i>N/A</i>
21	§ 4	Seller or Private Financing Deadline	<i>N/A</i>
		Appraisal	
22	§ 6	Appraisal Deadline	<i>N/A</i>
23	§ 6	Appraisal Objection Deadline	<i>N/A</i>
24	§ 6	Appraisal Resolution Deadline	<i>N/A</i>

		Survey	
25	§ 9	New ILC or New Survey Deadline	<i>60 days from MEC</i>
26	§ 9	New ILC or New Survey Objection Deadline	<i>63 days from MEC</i>
27	§ 9	New ILC or New Survey Resolution Deadline	<i>65 days from MEC</i>
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	<i>N/A</i>
29	§ 8	Mineral Rights Examination Deadline	<i>N/A</i>
30	§ 10	Inspection Termination Deadline	<i>60 days from MEC</i>
31	§ 10	Inspection Objection Deadline	<i>60 days from MEC</i>
32	§ 10	Inspection Resolution Deadline	<i>65 days from MEC</i>
33	§ 10	Property Insurance Termination Deadline	<i>N/A</i>
34	§ 10	Due Diligence Documents Delivery Deadline	<i>5 days from MEC</i>
35	§ 10	Due Diligence Documents Objection Deadline	<i>60 days from MEC</i>
36	§ 10	Due Diligence Documents Resolution Deadline	<i>65 days from MEC</i>
37	§ 10	Environmental Inspection Termination Deadline	<i>N/A</i>
38	§ 10	ADA Evaluation Termination Deadline	<i>N/A</i>
39	§ 10	Conditional Sale Deadline	<i>N/A</i>
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>65 days from MEC</i>
41	§ 11	Estoppel Statements Deadline	<i>N/A</i>
42	§ 11	Estoppel Statements Termination Deadline	<i>N/A</i>
		Closing and Possession	
43	§ 12	Closing Date	<i>75 days from MEC</i>
44	§ 17	Possession Date	<i>Date of Closing</i>
45	§ 17	Possession Time	<i>Time of Closing</i>
46	§ 27	Acceptance Deadline Date	<i>April 10, 2024</i>
47	§ 27	Acceptance Deadline Time	<i>5:00 PM Mountain Time</i>
	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>
	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>

116 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,
 117 or the word “Deleted”, such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
 118 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
 119 “None”, such provision means that “None” applies.

120 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
 121 abbreviation “N/A” as used in this Contract means not applicable.

122 **3.3. Day; Computation of Period of Days; Deadlines.**

123 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
 124 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
 125 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
 126 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
 127 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

128 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
 129 ending date is not specified, the first day is excluded and the last day is included.

130 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
 131 deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
 132 the deadline will not be extended.

133 **4. PURCHASE PRICE AND TERMS.**

134 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount		Amount	
1	§ 4.1.	Purchase Price	\$	\$3,100,000.00		
2	§ 4.3.	Earnest Money			\$	\$50,000.00
3	§ 4.5.	New Loan			\$	N/A
4	§ 4.6.	Assumption Balance			\$	N/A
5	§ 4.7.	Private Financing			\$	N/A
6	§ 4.7.	Seller Financing			\$	N/A
7	N/A	N/A		N/A		N/A
8	N/A	N/A		N/A		N/A
9	§ 4.4.	Cash at Closing			\$	\$3,050,000.00
10		TOTAL	\$	\$3,100,000.00	\$	\$3,100,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a *negotiable funds*, will be payable to and held by *First Amerian Title, Boulder, c/o Suzan DeBerg* (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer is in Default", § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

172 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have
 173 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

174 **4.5. New Loan.** *OMITTED AS INAPPLICABLE.*

182 **4.6. Assumption.** *OMITTED AS INAPPLICABLE.*

195 **4.7. Seller or Private Financing.** *OMITTED AS INAPPLICABLE.*

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

213 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
 214 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
 215 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

216 **5.2. New Loan Terms; New Loan Availability.**

217 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
 218 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
 219 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
 220 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
 221 satisfactory to Buyer, in Buyer's sole subjective discretion.

222 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
 223 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
 224 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
 225 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
 226 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
 227 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
 228 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
 229 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
 230 Survey).

231 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
 232 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
 233 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
 234 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
 235 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
 236 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
 237 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
 238 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
 239 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

240 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
 241 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
 242 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
 243 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
 244 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
 245 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
 246 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
 247 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
 248 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

249 6. APPRAISAL PROVISIONS.

250 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
 251 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
 252 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
 253 valued at the Appraised Value.

254 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
 255 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

256 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the

Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;

or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for

the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** **N/A**. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title

Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted.

8.5. Tax Certificate. A tax certificate paid for by ☒ **Seller** ☐ **Buyer**, for the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ Does ☐ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☒ **New Survey** in the form of **N/A**; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☒ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☒ Buyer or: **N/A**

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and **N/A** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**

482 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
 483 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

484 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

485 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.**

486 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
 487 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
 488 to Seller's actual knowledge and current as of the date of this Contract.

489 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
 490 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
 491 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
 492 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
 493 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
 494 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

495 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
 496 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
 497 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
 498 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
 499 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
 500 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
 501 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
 502 sole subjective discretion, Buyer may:

503 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
 504 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
 505 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
 506 pursuant to § 10.3.2.; or

507 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
 508 description of any unsatisfactory condition that Buyer requires Seller to correct.

509 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
 510 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
 511 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
 512 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
 513 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
 514 executing an Earnest Money Release.

515 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
 516 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
 517 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
 518 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
 519 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
 520 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
 521 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
 522 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
 523 pursuant to an Inspection Resolution.

524 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
 525 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
 526 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

527 **10.6. Due Diligence.**

528 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
 529 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
 530 **Deadline**:

531 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
 532 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
 533 are as follows (Leases):

534 **None**

535
 536 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.7., Leased Items) will be

transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

- ☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;
- ☐ **10.6.1.4.2.** Property tax bills for the last **N/A** years;
- ☒ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- ☒ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- ☐ **10.6.1.4.5.** Operating statements for the past **N/A** years;
- ☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- ☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- ☒ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past **2** years;
- ☒ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- ☒ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- ☒ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- ☒ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- ☒ **10.6.1.4.13.** Other:
- Any other documents related to the ownership, management and operation of the property in Seller's possession or control.*

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**

Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☒ **Buyer** will order or provide ☒ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or **N/A**, at the expense of ☐ **Seller** ☒ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by **45** days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☒ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as **N/A**. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted - See Residential Addendum if applicable]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in § 11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if

647 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
 648 waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

649 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

651 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
 652 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
 653 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
 654 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
 655 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
 656 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

657 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with
 658 this Contract.

659 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
 660 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
 661 Buyer. The hour and place of Closing will be as designated by *title company*.

662 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
 663 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

664 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
 665 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
 666 leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

667
 668 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
 669 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

670 ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's
 671 deed ☐ *N/A* deed. Seller, provided another deed is not selected, must execute and deliver a good
 672 and sufficient special warranty deed to Buyer, at Closing.

673 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
 674 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in § 38-30-113(5)(a), C.R.S.

675 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
 676 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
 677 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
 678 at or before Closing by Seller from the proceeds of this transaction or from any other source.

679 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND** 680 **WITHHOLDING.**

681 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
 682 to be paid at Closing, except as otherwise provided herein.

683 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller**
 684 ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** *N/A*.

685 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
 686 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
 687 associated with or specified in the Status Letter will be paid as follows:

688 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by ☐ **Buyer**
 689 ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ *N/A*.

690 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer**
 691 **and One-Half by Seller** ☒ *N/A*.

692 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than
 693 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
 694 by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ *N/A*.

695 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
 696 **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ *N/A*.

697 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by**
 698 **Buyer and One-Half by Seller** ☒ *N/A*.

699 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
 700 ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

701 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
 702 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller
 703 ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

704 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
 705 \$ **N/A** for:

706 ☐ Water Stock/Certificates ☐ Water District
 707 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ **N/A**

708 and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

709 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
 710 paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

711 **15.9. FIRPTA and Colorado Withholding.**

712 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
 713 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for
 714 the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign
 715 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
 716 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
 717 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
 718 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
 719 if an exemption exists.

720 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
 721 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
 722 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
 723 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
 724 tax advisor to determine if withholding applies or if an exemption exists.

725 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

726 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

727 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
 728 for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☐ **Most Recent Mill Levy**
 729 **and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
 730 veteran exemption or ☒ **Other Taxes shall not be prorated**.

731 **16.1.2. Rents.** Rents based on ☒ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit
 732 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
 733 writing of such transfer and of the transferee's name and address.

734 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and **N/A**.

735 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

736 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
 737 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
 738 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
 739 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
 740 assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any
 741 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
 742 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents
 743 there are no unpaid regular or special assessments against the Property except the current regular assessments and
 744 **N/A**. Association Assessments are subject to change as provided in the Governing Documents.

745 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
 746 subject to the Leases as set forth in § 10.6.1.1.

747 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
 748 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **\$300.00** per day (or any part of a day
 749 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

751 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**

WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

808 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
 809 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
 810 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
 811 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
 812 or damages, or both.

813 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
 814 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
 815 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
 816 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
 817 Contract are reserved and survive Closing.

818 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
 819 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
 820 reasonable costs and expenses, including attorney fees, legal fees and expenses.

821 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
 822 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
 823 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
 824 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
 825 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
 826 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
 827 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
 828 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
 829 Section will not alter any date in this Contract, unless otherwise agreed.

830 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
 831 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
 832 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
 833 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
 834 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
 835 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
 836 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
 837 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
 838 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
 839 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
 840 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

841 **24. TERMINATION.**

842 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
 843 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
 844 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
 845 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
 846 and waives the Right to Terminate under such provision.

847 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
 848 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

849 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
 850 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
 851 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
 852 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
 853 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
 854 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

855 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

856 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
 857 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
 858 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
 859 must be received by the party, not Broker or Brokerage Firm).

DocuSigned by:

Yvette Bowden

4/8/2024 | 1:10 PM MDT

Buyer's Signature *Yvette Bowden, Assistance County Administrator* Date

Address: *N/A*
N/A
Phone No.: *N/A*
Fax No.: *N/A*
Email Address: *N/A*

903 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: *Mental Health Center of Boulder County*

Dixie Casford 04/08/2024
Seller's Signature *Dixie Casford* CO-CEO Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

904

905

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working with Buyer

Broker ☐ Does ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** *N/A*.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: *The Colorado Group, Inc.*
Brokerage Firm's License #: *EC50840*
Broker's Name: *B. Scot Smith / Wade Arnold*
Broker's License #: *204641; 40023353*

DocuSigned by:
Wade Arnold
465FEC36A195403...

4/8/2024 | 12:05 PM MDT

Broker's Signature:Date

Address:3101 Iris Ave, Suite 240
Boulder, CO 80301

Phone No.:(303) 449-2131

Fax No.:(303) 449-8250

Email Address:bss@coloradogroup.com / warnold@coloradogroup.com

B. Broker Working with Seller

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ Seller's Agent ☐ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ Seller ☐ Buyer ☐ Other N/A .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name:Gibbons-White

Brokerage Firm's License #:N/A EC.000049440

Broker's Name:N/A Michael-Ryan McCarty

Broker's License #:N/A FA.040029628

*Michael-Ryan McCarty*04/08/2024

Broker's Signature:Date

Address:N/A
N/A

Phone No.:N/A

Fax No.:N/A

Email Address:N/A

906



The Colorado Group, Inc.
3101 Iris Avenue Suite 240
Boulder, CO 80301
Phone: (303) 449-2131 Fax: (303) 449-8250

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
 (RA33-6-23) (Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

RESIDENTIAL ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE

Date: **April 8, 2024**

1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. This Residential Addendum (Addendum) is made a part of the following contract that is checked:

☐ **Contract to Buy and Sell Real Estate (Land)** between Seller and Buyer (Contract) dated **N/A** relating to the sale of the Property, or;

☒ **Contract to Buy and Sell Real Estate (Commercial)** between Seller and Buyer (Contract) dated **N/A** relating to the sale of the Property

known as **2833 Broadway** **Boulder** **Colorado** **80304** (Property).

 Street Address City State Zip

This Addendum shall control in the event of any conflict with the Contract. Except as modified, all other terms and provisions of the Contract shall remain the same. Terms used herein shall have the same meaning as in the Contract.

2. PURPOSE. The Property contains, in part, one or more residences but the Contract does not contain required provisions that are set forth in this Addendum. The Contract provisions are added or amended as follows:

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loan: ☐ **Conventional** ☐ **FHA** ☐ **VA** ☐ **Bond** ☐ **Other** **N/A**.

If either or both of the FHA or VA boxes are checked, and Buyer closes the transaction using one of those loan types, Seller agrees to pay those closing costs and fees that Buyer is not allowed by law to pay not to exceed \$ **N/A**.

4.5.4. Loan Estimate – Monthly Payment and Loan Costs. Buyer is advised to review the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of Buyer's monthly mortgage payment.

6.2.2. FHA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than \$ **N/A**. The purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy himself/herself/themselves that the price and condition of the Property are acceptable.

6.2.3. VA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

8.4. Special Taxing/Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO

GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: **N/A.**

8.5. Tax Certificate. A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property listing any special taxing/metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☒ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is **No Well**. Buyer ☐ Does ☐ **Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.10. Lead-Based Paint.

10.10.1. Lead-Based Paint Disclosure. Unless exempt, if the Property includes one or more residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

10.10.2. Lead-Based Paint Assessment. If Buyer elects to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition of the Property relative to any Lead-Based Paint as satisfactory, and Buyer waives any Right to Terminate under this provision.

10.11. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

10.12. Methamphetamine Disclosure. If Seller knows that methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON

107 CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.
108 RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON
109 GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER.
110 RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS
111 AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL
112 PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST
113 RESULTS OF THE RESIDENTIAL REAL PROPERTY.
114 AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF
115 PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. § 25-11-114(2)(A) THAT PROVIDES
116 ADVICE ABOUT “RADON AND REAL ESTATE TRANSACTIONS IN COLORADO” IS AVAILABLE AT:
117 [HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE](https://cdphe.colorado.gov/radon-and-real-estate).
118

119 **18.5. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that
120 may be purchased and may cover the repair or replacement of such Inclusions.
121
122
123

DocuSigned by:

FD790894A69C4B8... 4/8/2024 | 1:10 PM MDT
Buyer *County of Boulder State of Colorado* Date


04/08/2024
Seller *Mental Health Center of Boulder County* Date

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Office of Financial Management

2020 13th Street • Boulder, Colorado 80302 • finance@bouldercounty.org • 303-441-3525
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.gov

Memorandum

Date: March 27, 2024

To: Ramona Farineau - Chief Financial Officer

From: Emily Beam - Budget Officer

Subject: FY24 Budget Amendment
[Fiscal Yr]

Request: RM11 & RST1 Project Adjustments and Amendment Request

Expenditure Amount: 2,295,018.00

Department/Office: Public Works

Description: The Public Works Department (PWD) is requesting a one-time amendment for \$2,295,018 within the Road & Bridge Fund (Fund 111), Road Sales & Use Tax Appropriation (RST1). PWD is also requesting to repurpose and transfer funds within the Road & Bridge Project Appropriation (RM11) and Road Sales & Use Tax Appropriation (RST1) within the Road & Bridge Fund (Fund 111). PWD is requesting the following:

- 1) Repurpose \$1,280,000 of approved 2024 project funding in RM11 for chip seal budget within RM11. Please see PWD's memo for the specific projects.
- 2) Repurpose \$1,554,982 from the 120th Street (Overlook Dr. to Dillon) project in RST1. PWD would like to allocate \$800,000 of that total to the South Boulder Road (Cherryvale to City of Boulder) project in RST1. The additional \$754,982 will be transferred to RM11 for the Jay Road Safety Improvement and Overlay project.
- 3) A supplemental request for \$2,295,018 from Fund 111/RST1 fund balance. PWD will then transfer this amount from RST1 to RM11 for the Jay Road Safety Improvement and Overlay project. The total amount needed for this project is \$3,050,000.

Please see attached memo for more detail. The BOCC approved these requests in a PMI on 3/20/24 and confirmed a supplemental request in email. Commissioner Claire Levy approved on 3/24/24. Commissioner Marta Loachamin approved on 3/26/24.

[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.]

Source: There is \$2,295,018 available in the Road & Bridge Fund, Road Sales & Use Tax Projects Appropriation (RST1) fund balance.

Claire Levy County Commissioner

Marta Loachamin County Commissioner

Ashley Stolzmann 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:

2,295,018.00

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

REQUESTED REVENUE INCREASE AMOUNT:

0

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

SUBMITTED BY:

Steven Durian

(Department Director/Elected Official Signature)

DATE: 3/27/2024

REVIEWED BY BUDGET OFFICER:

☒

Check Box if CFO approval

(Budget Officer Signature)

DATE:

REVIEWED BY CFO:

(Chief Financial Officer Signature)

DATE:

☐

Check Box if Board of Commissioners approval is not needed for this amendment.

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]



Public Works Department

TO: Board of County Commissioners
FROM: Steve Durian, Director
DATE: March 15, 2024
SUBJECT: PMI Agenda for March 20, 2024

Additional attendees:
Emily Beam, Budget Officer
Kristine Obendorf, Public Works Deputy Director for Engineering
Bob Kiepe, Public Works Deputy Director for Road Maintenance
Rachel Gadecki, Capital Improvements Program Manager

AGENDA

ACTION ITEM – Consideration of Public Works Budget Amendments for Road and Bridge Fund (Funds 111)

BACKGROUND

Staff is proposing one-time changes to the 2024 budget related to transportation infrastructure within the Road and Bridge Fund (RM11). These changes include:

- 1) Repurposing \$1,280,400 from the Road and Bridge Projects (RM11) appropriation by removing 2024 approved budgets from projects as shown below. These projects will be placed in the FY25 budget for future implementation. These funds would instead be utilized for chip seal on local collector roads. Chip seal is a method of preserving the surface of county roadways and has historically been done every other year. This item was not initially budgeted due to turnover in Public Works leadership during the 2024 budget cycle, and we are now reprioritizing based on need to preserve pavement condition on affected roads. In future years, staff will request additional base operating monies to account 73052 – Asphalt and Patching which will encompass chip seal projects. Funding for chip seal would be achieved with the delay of the following projects:

84W Over North St. Vrain Creek (Scour) – Construction	\$	290,000
Baseline at Dry Creek #3 – Construction	\$	590,000
41 st Street over Lefthand Creek (Scour) – Construction	\$	400,000
Total	\$	1,280,000

- 2) Repurposing \$1,554,982 from the Transportation Sales Tax (Road Sales & Use Tax Projects (RST1) appropriation by delaying the 120th Street (Overlook Dr. To Dillon) project to 2025. Staff recommends this change due to conflicting projects along 120th Street that will significantly impact traffic, which includes road work by the city of Lafayette and the Willoughby Corner housing development. The forecasted amount of 2023 carryforward into 2024 for this project is \$1,389,982 and the 2024 approved amount equaled \$165,000, totaling \$1,554,982.
- 3) Transferring \$3,050,000 from the RST1 appropriation to the RM11 appropriation to fund Jay Road Safety Improvements and Overlay (Hwy119 to 63rd) construction project. This project's budget was last approved in 2022 but was delayed due to limited funding in FY23.

Claire Levy County Commissioner Marta Loachamin County Commissioner Ashley Stolzmann County Commissioner

Physical Location • 2525 13th Street • Boulder, Colorado 80304 • Tel: 303.441.3900
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.gov

The scope of this project includes improvements to pedestrian safety signage and markings, upgrades to pedestrian and bicycle facilities, and transit stop. Jay Road was initially a 2024 budget request that was rejected, however since the project is “shovel-ready”, by delaying 120th Avenue (see above), staff is prepared to move this project forward in 2024. There is no remaining budget to carryforward into 2024 for this project.

- 4) Repurposing \$800,000 from the RST1 appropriation for the design of South Boulder Road (Cherryvale to City of Boulder) - Design. This item was a 2024 budget request that was not approved at that time, however due to the deterioration of the concrete pavement and safety concerns along the segment, staff is recommending that the design funding be reconsidered and advanced this year. As part of the design effort, staff will ensure that any work done as part of this project can be repurposed with future work that may be done as part of a larger, regional corridor project.

In summary, Public Works is requesting the repurpose \$1,280,400 of approved 2024 RM11 projects to cover Chip Seal budget in RM11. Public Works is also requesting to repurpose \$800,000 of RST1 funding from the 120th Street (Overlook Dr. to Dillon) project to fund design for the South Boulder Road (Cherryvale to City of Boulder) – Design. Both projects fall within the RST1 appropriation. In addition, Public Works would like to transfer the remaining \$754,982 from the 120th Street (Overlook Dr. to Dillon) in RST1 to RM11 and request an additional transfer of \$2,295,018 from RST1 to RM11 to fund the Jay Road Overlay project.

OPTIONS

Option 1: Authorize one or more of the proposed budget amendments to advance to a business meeting.

Option 2: Do not authorize the proposed budget amendments.

STAFF RECOMMENDATION

Staff recommends advancing the budget amendments as proposed.



Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503
303-678-6200 • POSinfo@bouldercounty.gov
www.BoulderCountyOpenSpace.org

Board of County Commissioners Hearing

Time/Date of Meeting: 3:00 p.m., Tuesday, April 16, 2024

Location: Boulder County Courthouse
1325 Pearl Street, Third Floor, Boulder

TO:	Board of County Commissioners
FROM/PRESENTER:	Therese Glowacki, Director Justin Atherton-Wood, Principal Planner Joe Swanson, Senior Invasive Plant Specialist
AGENDA ITEM:	Final Draft Integrated Weed Management Plan
ACTION REQUESTED:	Staff presentation and Public Comment (note: 2 nd Hearing scheduled for May 21 st for deliberation and decision - no public comment period planned)

Introduction

The purpose of this memo and hearing presentation is to describe the **Final Draft Integrated Weed Management (IWM) Plan** (Version 3.0) for approval by the Board. The Plan is attached to this memo and is posted on the county's weed management webpage: www.boco.org/weeds. A description of the robust public process that occurred over the course of the development of the Plan is also described herein. The Parks & Open Space Advisory Committee has been a key partner in the development of the Plan with Plan-related topics on their agenda eight times over the past year and their active participation in the public tours and open house held during the process. The memo and hearing presentation details their deliberation and recommendation of approval (with amendments) made at their meeting on March 28, 2024. POSAC voted in favor of recommending approval of the plan with two amendments.

Need for and Purpose of the IWM Plan

Situated at the intersection of the Great Plains and the Rocky Mountains, Boulder County is endowed with extraordinary geological and biological diversity, a natural heritage that helps form the foundation for an exceptional quality of life. Noxious weeds pose threats to these cherished values, notably Boulder County's exceptional biodiversity¹, infrastructure, agricultural production, and scenic values. Additionally, the State of Colorado mandates and

¹ Colorado National Heritage Program has identified more than 52 rare species of plants, 32 rare animal species (18 vertebrate and 14 invertebrates), and 63 plant communities of concern in Boulder County. Rare native plants, such as the Wood Lily, Ute Ladies'-Tresses, and the Colorado butterfly plant, are under threat of extirpation by more aggressive noxious weed species, such as Musk and Canada thistles. In addition, plant communities like the Needle and Thread Complex, Antelope Bitterbrush Complex, and the Alderleaf Mountain-Mahogany Complex are facing decline because of invasive species and fire. (<https://bouldercounty.gov/open-space/management/species-conservation-recovery-plans/>)

regulates noxious weed management throughout the state. Boulder County takes this stewardship mission seriously.

Noxious weed control is a complex problem; while most people can agree that biological diversity and ecosystem health are worthy objectives, there can be disagreement on the best ways to achieve them. Throughout the public engagement for this plan, the county received a large volume of public input. Most public input has focused on the range of methods used by the county for integrated weed management including significant concern about the use of herbicides on county-owned natural lands². Parks & Open Space shares these concerns and remains committed to minimizing herbicide use.

Parks & Open Space uses herbicides as a last treatment option. In fact, since 2021, herbicides have been applied to only 3.3% of natural lands managed by BCPOS on an average annual basis, while other active methods of control including mowing and hand-pulling have been utilized on 9.3% of natural lands³. Notably, the Plan has evolved over the course of the public process to include a significant reduction in herbicide use, a shift to safer herbicides, and an expansion of the use of non-herbicide methods of control. This is indicative of BCPOS's commitment to making herbicides the tool of last choice.

This Integrated Weed Management Plan lays out the county's goals, objectives, and strategies for noxious weed management on unincorporated lands through responsible, proactive, and adaptive management of noxious weeds for both environmental and economic purposes. The IWM Plan provides details on the decision processes, tools and tactics recommended for all land managers in unincorporated Boulder County and also describes how BCPOS plans to implement the plan on the natural lands managed by BCPOS.

This IWM Plan complies with the Colorado Noxious Weed Act⁴ by setting forth management objectives, plans, methods, and practices that use a variety of techniques for overall management of noxious weeds in conformance with the Act.

Roles in Noxious Weed Management in Boulder County

Parks & Open Space

Parks & Open Space has taken a lead role in developing the IWM Plan because BCPOS is responsible for noxious weed management on county natural lands and vegetation management within county road rights-of-way.

Community Planning & Permitting (CPP)

CPP Code Compliance Division has had an active role in developing the Plan. CPP is responsible for processing noxious weed complaints and violations on private property. See attached letter from Martin Laws, Code Compliance & Public Information Division Manager.

² Natural lands are lands managed by BCPOS that are not managed for agricultural purposes.

³ These percentage figures reflect the average for the years 2021 through 2023.

⁴ The Colorado Noxious Weed Act establishes the need and jurisdiction for statewide management of noxious weeds. The Boulder County Integrated Weed Management (IWM) program is managed pursuant to Article 5.5 of Title 35, Colorado Revised Statutes (C.R.S.), the Colorado Noxious Weed Act as amended ([LINK](#)).

CSU Extension

CSU Extension staff has had an active role in developing the plan. Staff work with private landowners to offer guidance on how to manage noxious weed infestations on their land.

Overview of Public Engagement with POSAC

Public engagement for the IWM Plan began in June 2023 and continued through the POSAC hearing on March 28, 2024. Over these past ten months, staff, POSAC and the public have been engaged in a rigorous process that has included field tours, presentations from subject matter experts, an open house, a survey, a Story Map, draft document reviews, a study session, and public comment opportunities. A graphic illustration of the IWM Plan Public Process Timeline is provided below.

Between June and October 2023, the county hosted five weed tours. These tours provided the public and POSAC the opportunity to see examples of successful restoration work on the ground that incorporated integrated weed management practices, as well as the opportunity to ask questions of staff about weed management practices.

The first draft of the Plan was released on October 2, 2023, along with an online public survey opportunity. The survey closed on October 19, 2023. The survey received 1,076 responses, including 555 open-ended responses to Question 8 ([results here](#)). An open house was also held during the survey period on October 11, 2023 to share the draft plan and other resources with the public.

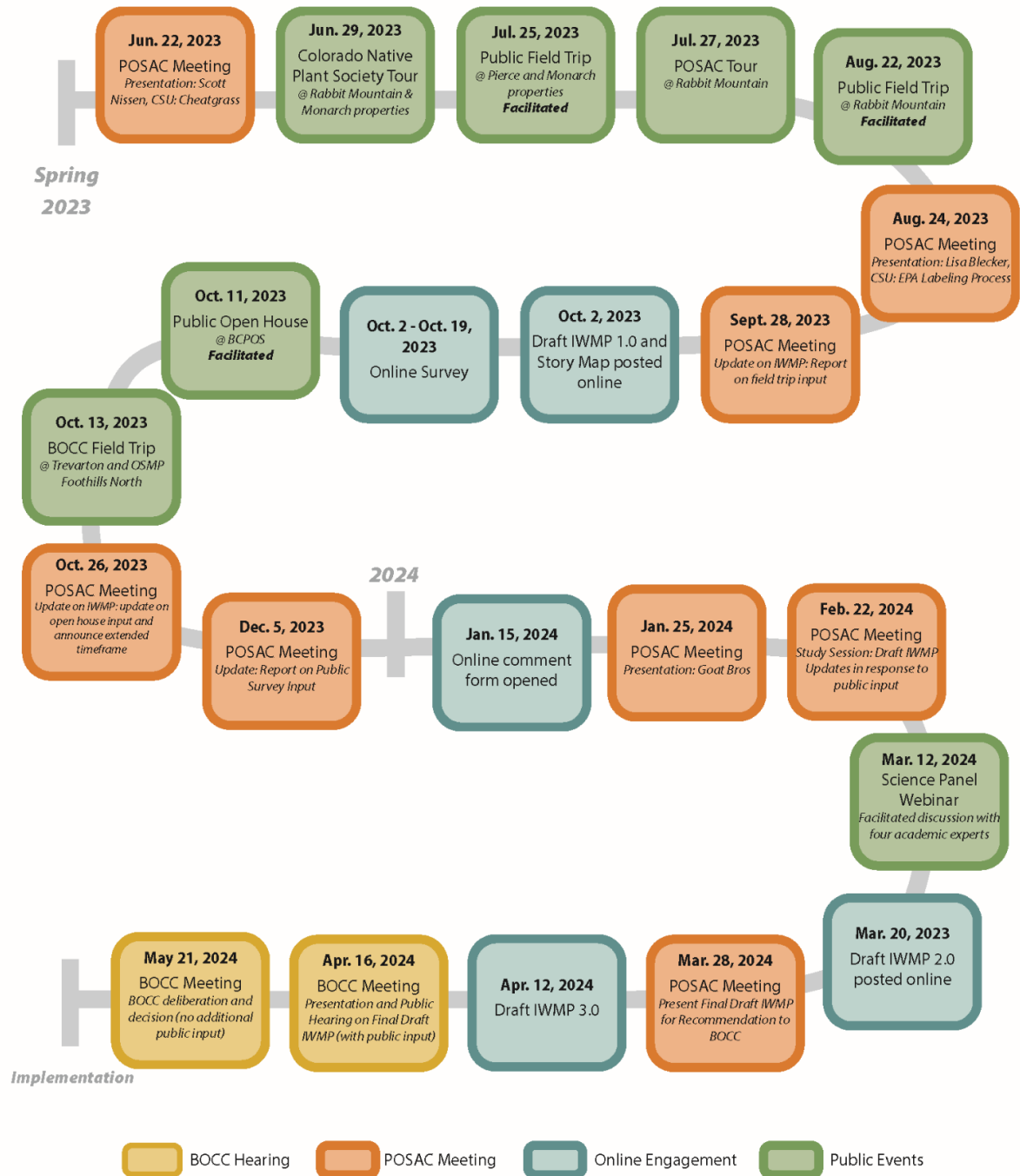
In September 2023, POSAC had a preview of the first draft of the document. And, in their December 2023 study session, POSAC provided their input on the first draft that was informed by the survey results and discussion at the Open House. Progress on a revised draft was presented to POSAC in February when they provided valuable feedback that informed the Version 2.0 draft. Version 2.0 was presented to POSAC in March. They recommended approval of the plan with two amendments, which are detailed below.

In addition to IWM Plan-specific agenda items described above, POSAC had presentations over the course of the process to provide context for the proposed Plan. These presentations included:

- Behavior of Cheatgrass by Scott Nissen, CSU Emeritus Weed Sciences ([June 2023 POSAC](#))
- Herbicide Labeling, Safety, and Approval Process by Lisa Blecker, CSU Extension and formerly EPA ([Aug 2023 POSAC](#))
- Goat Grazing by Jordan and Toni Sarazen, Goat Bros ([Jan 2024 POSAC](#))
- Weed Management Practices Presentations by Rocky Mountain National Park, Larimer County, and Jefferson County ([Feb 2024 POSAC](#))
- State of science in weed management, a webinar panel discussion with Tim Seastedt, CU Emeritus, Scott Nissen, CSU Emeritus, Dan Tekiela, PhD, USFS, and Diana Obregon, PhD, Cornell University Extension. ([Webinar on YouTube](#))

Materials related to all these presentations are posted on the county's weed management page and linked above. A graphic illustration of the IWMP Plan Public Process Timeline is provided below.

IWMP Public Process Timeline



Influence of POSAC and Public Input on Final Draft IWM Plan

Throughout the public engagement process, the county received a large volume of public input through testimony at POSAC hearings, [survey responses](#), and comments through the [online comment form](#). Much of this input expresses concerns about herbicide use. County staff appreciates the interest, passion, and time dedicated to this process by so many members of the public. This input has been key to shaping the Final Draft IWM Plan (Version 3.0).

Staff shares public concerns about use of herbicides. In December 2023 and February 2024, staff presented to POSAC several implementation-focused items that are informed by public input and are now included in the IWM Plan. They are:

- 1) Reduce herbicide use 50% by 2030
- 2) Implement pilot projects for alternative weed management tools, including: goat browsing, hand pulling for List A eradication, steam treatment to suppress weeds at trailheads, novel soil amendments, and new 5-year volunteer “Weed Warrior” program
- 3) Use a stricter herbicide selection process that eliminates four herbicides (2,4D, Dicamba, Triclopyr, and Mecoprop)
- 4) Per POSAC Amendment, completely eliminate use of Glyphosate
- 5) Eliminate aerial spraying by helicopter; propose limited drone use as an alternative that reduces the risk of spray drift; monitor for drift; propose drone use for one-time Indaziflam application to eradicate cheatgrass infestations on no more than 3,000 acres of High Biodiversity Areas along the foothills;
- 6) Per POSAC Amendment, expand notification methods and scope for any future drone applications
- 7) Conduct surface water impacts study
- 8) Update reporting methods to increase availability of weed management activity data on the Boulder County web site

Summary of the Final Draft IWM Plan (V3.0)

The general outline of the Plan is as follows. The plan begins with an overview of State regulations (Section 1) and the responsibilities of Boulder County as a whole (Section 2). Section 3 describes the adaptive decision process and tools as a reference for weed management on any land in Boulder County. Section 4 explains how Boulder County Parks & Open Space applies these processes and tools to achieve Boulder County’s goals on county-owned natural lands. Section 5 describes the process for the review and updating of the Plan.

Appendix A provides definitions used in the Plan. Appendix B provides more detailed implementation plans for Parks & Open Space for the three-year period 2024 to 2027. Details about costs of tools, herbicide selection process, and use of drones are provided in updated Appendices C, D, and E respectively.

POSAC Deliberation and Vote of Recommendation

At their March 28th meeting, POSAC recommended approval of Version 2.0 of the IWM Plan to BOCC with two amendments. A summary of their deliberation is provided below including all motions that were made.

Proposed amendment: Add Glyphosate to list of chemicals not to be used.

POSAC discussion

- Understand Glyphosate is a useful tool but think it is bad politically to continue to use it.
- What are alternatives for Glyphosate? What could be used to eliminate target species if we remove glyphosate?
- Glyphosate is very effective for stump treatments of invasive trees; what are potential impacts of not having access to Glyphosate for this purpose?

Staff responses

- Glyphosate has some specific uses that are challenging to replace. With the alternative of hand removal of some (perennial) species. Staff's concern is that greater ground disturbance from hand-pulling will lead to additional proliferation of noxious weeds. BCPOS has already started evaluating alternatives including a 3-year pilot project to study effectiveness of hand-pulling of Hairy willowherb, a List A species found along waterways, instead of using herbicide.
- There are other herbicides that can be used for stump- cut treatments. They are not as effective, but staff can work with them.

Amendment passed 7-1

Proposed amendment: Remove Indaziflam from use until it is evaluated by the WHO.

POSAC discussion

- Concerned about Indaziflam as a persistent herbicide.
- What would be the timing of WHO review/approval?
- How would staff select the third-party contractor to do the evaluation?

Staff responses: Unknown how long it will take for WHO to evaluate any herbicides that have not yet been evaluated, including Indaziflam. That is why the proposed IWM Plan includes using WHO guidelines for a third-party evaluation on any yet-to-be evaluated herbicides.

The third-party evaluation is specialized work. Staff has contacted researchers at Cornell, California Invasive Plant Council, and CSU to see if this is a service they could provide or if they have potential vendors they could recommend. Staff is still working to identify an appropriate third party.

POSAC discussion

- Concerned about taking Indaziflam off the table completely. It's been very effective for controlling cheatgrass which benefits wildlife and benefits pollinators. I could go along with down scaling some but really concerned about eliminating it completely.
- Appreciate that distinction; remain concerned about aerial spraying, it being a persistent herbicide, and relativeness newness/limited body of research. Is it a solution in search of a problem?

- I respect that. I do have some questions too. Rangeland use is newer. But, Indaziflam has been used in tree farms and orchards since at least 2010. Being used in the West to manage invasive grasses. Are there longer-term studies on impacts?

Staff responses: Yes. One example is post- Mullen Fire in Wyoming. BAER study (18,000 acre treatment) post-fire included water monitoring and micro invertebrates. Indaziflam applied in the fire-impacted area. Water monitoring data found no Indaziflam present in run off but found elevated phosphorous. Phosphorous presence indicates that the run-off was from the fire area since burn areas have increased amounts of phosphorous from ash. The presence of Indaziflam was not detected in run-off and no indication of harm to invertebrates was observed.

POSAC discussion

- Speaking to notion of risk....I don't believe anything is risk free; we have to balance benefits v. dangers. I'm worried about cheatgrass. When treatment areas are observed, benefit of Indaziflam is powerful. Would not support amendment, seeing positive results for native species. Would not want to see us hamstrung for years.
- Agree, well said. Where will we be five years from now? May find things get worse. If not in toolbox now, may have to apply even more later. Need to think about being a good neighbor too.
- If use Indaziflam, can staff do robust monitoring of site for several years? Soil health?

Staff responses: Doing some monitoring now of biodiversity and plant life. Working with partners on studies. Example, USGS organics/carbon study site visit on April 8. Getting cheatgrass off the landscape is allowing native plant and animal species to flourish. Soil microbial study shows increased presence of microbes and increases in nitrogen production whereas cheatgrass infested areas tend toward ammonia. Seeing ecological services improving overall.

POSAC Discussion

- Agree. Early studies are promising. See benefits of use for this tool in targeted locations like highest biodiversity areas from on-going monitoring. However, caveat that herbicide is not the first tool to go to. Suggest continuing with caution for native habitat restoration. Don't support wide use of chemicals but can't blindly paint everything with same brush that chemicals are bad and mechanical is the only solution. With the amount of acres county has to manage, some judicious use of chemicals seems appropriate.
- Want to give some context to the 800 respondents in survey that said no chemicals at all. In a county of 300k, that is powerful. I'm not saying no chemicals but this one (amendment) seems like a nudge to that demographic that came out for this process.
- Want to reiterate that public input we heard has influenced the proposed plan, and I'm planning to propose a number of amendments to put them before POSAC for a vote that do more.
- In summary, proposal in plan is BCPOS could use Indaziflam if evaluated by a third-party using the process outlined by WHO and it was determined that it would fall on

Table 4 or 5. Amendment is to remove Indaziflam from use until it is evaluated by the WHO.

Amendment failed: 2 in favor, 6 opposed.

Proposed Amendment: Staff to create a multi-modal and subscription notification system for aerial spraying.

- Notification system that people could opt in to where notice of aerial spraying is provided, an electronic push notification.
- Need to increase radius of signage announcing spraying
- Model off similar existing processes, signage close to trailheads and at other community locations that already exist.
- Where else can we provide notice? Ask residents.
- Aiming for strategies that provide both electronic and physical notification.

Amendment passed 8-0

Proposed amendment: 25% reduction in acreage treated by herbicide by 2027 as a stepwise goal. Amendment failed for lack of a second.

Proposed amendment: remove all aerial spraying from the plan (i.e., no use of drones)
POSAC Discussion

- Will not support due to rugged areas west of US36 where can't use grazing (Bighorn sheep habitat). Remote.
- Agree; drone 26" spray zone more comparable to a tractor boom than a helicopter.
- Agree as well; don't want to remove the option.
- Feels safer for applicators as well as more efficient. Could evaluate and revise the use of drones at three-year update next.
- If there is a change in technology, could revise plan to put back in if they were taken out now.
- Survey results said no aerial spraying.
- Make sure monitoring is incorporated into the feedback loop and decision-making process in proposed in plan.

Amendment failed: 2 in favor, 6 opposed.

POSAC Discussion - Monitoring

- Based on extensive discussion, don't feel the need to put anything more specific in the plan concerning monitoring.
- No Amendment proposed.

POSAC Discussion - Oversight committee

- Oversight committee suggested by members of the community. Ag voice present in this process should be included in the mix.
- Could create a committee but unclear what powers they would have.

- Could be an operational, staff-led thing and not necessarily included in the plan. Perhaps something to develop over the next 3 years.
- There's been a groundswell of interest, from residents, public, farmers; committee would be good to have a place for sentiment to go.
- Having a dedicated space for that would take it off POSAC's plate and make room for other items.
- Could be accountable to POSAC. But not sure another body would need to be created.
- Alternatively, staff could provide regular updates to POSAC. Maybe more than frequent than annual. Feel I am more educated on this topic after this process.
- Suggest seasonally—a year's worth of treatment or monitoring. Annually or twice/year.
- These updates would help with transparency, build trust. Leave it to staff to figure out.
- No Amendment proposed.

POSAC Discussion – Wording revisions

- Add wording to Section 4.3.2, to include "risk" among the discussion points for a proposal to add an herbicide to treat under Early Detection Rapid Response.
- Revise wording in Appendix E under Drift Mitigation Measures to clarify language related to weather forecasts.

POSAC voted in favor of recommending to BOCC approval of IWM Plan with 2 amendments by vote of 6-2.

Amendment 1. Remove glyphosate from use

Amendment 2. Staff to create a multi-modal notification and subscription notification system to notify residents about planned aerial spraying

BOCC Action Requested

Request approval of Final Draft Integrated Weed Plan (Version 3.0) which includes the POSAC Amendments of no Glyphosate use and increased public notification of aerial applications.

Next Steps

- May 21, BOCC hearing scheduled for decision

Attachments:

- A. Additional Resources and Process Timeline with Hyperlinks
- B. Letter from Martin Laws, CPP Code Compliance & Public Information Division Manager
- C. Final Draft Integrated Weed Management Plan (Version 3.0)

Additional Resources and Process Timeline with Hyperlinks

Resources available on Boulder County's weed webpage:

www.boco.org/weeds

- [Integrated Weed Management FAQs](#): Staff's responses to frequent comments made throughout the engagement process.
- [Relevant Research Studies](#): A list of scientific studies related to noxious weeds.
- [Story Map](#): Provides some important planning context and case studies of lands where integrated weed management has already been implemented.

Timeline with Hyperlinks to Meetings and Materials

- **March 28 – Parks & Open Space Advisory Committee**
The committee voted 6-2 to recommend that the Board of County Commissioners approval the plan as presented by staff with the following amendments:
1) Add glyphosate to the list of herbicides no longer used.
2) Direct staff to create a multi-modal notification system and subscription notification system to notify residents of aerial spraying.
[Watch the Meeting](#)
- **March 12 – Panel Discussion on the State of Science for Integrated Weed Management**
Boulder County held a paneled discussion on the state of science for integrated weed management.
[Watch the Webinar](#)
- **Feb. 22 – Parks & Open Space Advisory Committee**
Staff from Jefferson County, Larimer County, and Rocky Mountain National Park presented their agency's weed management practices. Staff presented a summary of proposed changes to the draft plan. Public comments were accepted at the meeting.
[Watch the Meeting](#)
- **Jan. 25 – Parks & Open Space Advisory Committee**
Numerous public comments were made and the committee heard a presentation on goat grazing for weed management.
[Watch the Meeting](#)
- **Dec. 5 – Parks & Open Space Advisory Committee Study Session**
Study session for in-depth Q&A between committee members and staff.
[Watch the Meeting](#)
- **Oct. 26 – Parks & Open Space Advisory Committee**
Staff provided updates to the management plan.
[Watch the Meeting](#).

- **Oct. 13 – Weed Management Tour**
- **Oct. 11 – Open House and Community Discussion**
 - [Agenda](#)
 - [Presentation Slides](#)
 - [Discussion Report](#)
- **Oct. 2 – Draft plan, Story Map, and Survey Released**
- **Sept. 28 – Parks & Open Space Advisory Committee**
Staff provided updates on the management plan.
[Watch the Meeting](#)
- **Aug. 24 – Parks & Open Space Advisory Committee**
Lisa Blecker, Colorado State University Administrator, Pesticide Regulatory Education Program, gave a presentation on the Pesticide Labeling, Safety, and Approval Process.
[Watch the Presentation](#)
- **Aug. 22 – Weed Management Tour**
- **July 27 – Parks & Open Space Advisory Committee Site Visit**
- **July 25 – Weed Management Tour**
- **June 22 – Parks & Open Space Advisory Committee**
Scott Nissen, Professor Emeritus at Colorado State University, gave a presentation on the Behavior of Cheatgrass.
[Watch the Presentation](#)



Community Planning & Permitting

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April 10, 2024

Boulder County Board of Commissioners
Boulder County Courthouse
1325 Pearl Street, 3rd Floor
Boulder, Colorado 80302

RE: Proposed Boulder County Integrated Weed Management Plan

Boulder County Commissioners,

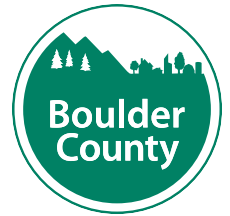
Boulder County Code Compliance would like to express its support for the adoption of the Integrated Weed Management Plan being considered by the Boulder County Board of Commissioners. Boulder County Code Compliance is responsible for receiving, investigating, and enforcing the abatement of Noxious Weeds in unincorporated Boulder County. We have seen a steady increase in the number of reports of Noxious Weeds from Boulder County residents over the last three (3) years. These reports have increased by 89 percent from 2021 to 2022 and another 32 percent from 2022 to 2023. Boulder County residents are becoming increasingly educated, concerned, and vigilant regarding noxious weeds on properties surrounding their homes and this concern is increased when children or infants are part of their household.

Code Compliance processes provide violators ample opportunity to abate violations on their property, however, in the case of noxious weed abatement, many property owners seek assistance from Code Compliance in finding services to assist with this type of abatement. Code Compliance has worked consistently with Boulder County Parks and Open Space to help with noxious weed abatement, which in some instances, can be over acres of land. Parks and Open Space has done an amazing job of assisting with, and in most instances, in very little time with the removal or treatment of noxious weeds from properties. These actions provide peace of mind for not only the property owner, but also for surrounding property owners as in knowing when an infestation has been mitigated and learning that there are resources to assist in the removal of noxious weeds.

I completely support the adoption of the proposed Boulder County Integrated Weed Management Plan as this will provide a strong foundation for how the County addresses Noxious Weeds within Boulder County and assist in our Division with addressing noxious weed enforcement within unincorporated Boulder County.

Sincerely,

Martin H. Laws, AICP
Division Manager, Code Compliance and Public Information
Boulder County Planning and Permitting Department



Boulder County Integrated Weed Management Plan



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Acknowledgements



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Executive Summary



Situated at the intersection of the Great Plains and the Rocky Mountains, Boulder County is endowed with extraordinary geological and biological diversity, a natural heritage that helps form the foundation for an exceptional quality of life. Noxious weeds pose a threat to these cherished values, and in recognition of this threat, the state mandates and regulates noxious weed control throughout the state. Boulder County takes this stewardship mission seriously.

This Integrated Weed Management Plan lays out the county's goals, objectives, and strategies for noxious weed management on county-owned lands and private property:

- **Integrated Weed Management Objective:** Boulder County restores, improves, and maintains healthy, functioning ecosystems and economically viable agricultural lands through responsible, proactive, and adaptive management of noxious weeds in accordance with state law.
- Three broad **strategies** identify priorities: **manage, collaborate and communicate**, and **protect health and safety**. The plan provides details on the decision processes, tools and tactics employed to implement these strategies.

The plan is structured as follows:

- Overview of state regulations (Section 1) and Boulder County responsibilities (Section 2).
- Section 3 describes the adaptive decision process and tools as a reference for weed management on any land in Boulder County;
- Section 4 describes how Boulder County Parks & Open Space applies these process and tools to achieve Boulder County's goals on county-owned natural lands.
- Appendix A provides definition of terms; Appendix B provides detailed implementation plans for the three-year period 2024 to 2027. Details about costs of tools, herbicide selection process, and use of drones are provided in Appendices C, D, and E.

Noxious weed control is a complex problem; while most people can agree that biological diversity and ecosystem health are worthy objectives, there can be disagreement on the best ways to achieve them. Throughout the public engagement for this plan, the county received a large volume of public input, much of which has expressed concerns about the use of herbicides on county-owned natural lands. The county shares

these concerns and is committed to minimizing herbicide use.

Public input has helped informed and shaped the goals and implementation strategies in this Integrated Weed Management Plan, as presented in Appendix B, which describes implementation goals and strategy on county natural lands.

The **Integrated Weed Management Story Map** that accompanies this Integrated Weed Management Plan provides examples of how Boulder County applies these tools and processes across a range of noxious weed problems under varying circumstances and conditions.



1.0 Integrated Weed Management Overview

1.1 Colorado State Regulatory Requirements

The Boulder County Integrated Weed Management (IWM) program is managed pursuant to Article 5.5 of Title 35, Colorado Revised Statutes (C.R.S.), the Colorado Noxious Weed Act as amended [Title 35, Agriculture \(§§ 35-1-101 - 35-81-102\)](#). The Noxious Weed Act establishes the need and jurisdiction for statewide management of noxious weeds:

It is the intent of the general assembly that the advisory commissions appointed by counties and municipalities under this article, in developing undesirable plant management plans, consider the elements of integrated management as defined in this article, as well as all appropriate and available control and management methods, seeking those methods which are least environmentally damaging and which are practical and economically reasonable. [C.R.S. 35-5.5-102](#)

This IWM Plan implements the mandates of Article 5.5 by setting forth management objectives, plans, methods, and practices that utilize a variety of techniques for overall integrated management of noxious weeds. In establishing a coordinated program for the integrated management of noxious weeds, the county intends to encourage and apply all appropriate and available management methods. See Appendix A for definitions of terms used in the IWM Plan.

1.2 Jurisdiction and Scope of IWM Plan

This IWM Plan shall apply to all public and private lands within unincorporated Boulder County, with the following exceptions:

- Federal and state lands. It is the duty of each state board, department, or agency that administers or supervises state lands to manage noxious weeds on any lands under its jurisdiction, using the methods prescribed by the local governing body in whose jurisdiction such state lands are located. The state weed coordinator shall survey those counties that include significant amounts of federal land to determine the level of cooperation and compliance by the federal government with this article. The local governing bodies of all counties and municipalities in this state are hereby authorized to enter into cooperative agreements with federal and state agencies for the integrated management of noxious weeds within their respective territorial jurisdictions.
- Municipalities are defined as: Any municipal service, function, facility, or property, whether owned by or leased to an incorporated municipality, unless the county and municipality agree otherwise pursuant to Part 2 of Article 1 of Title 29, C.R.S.
 - o The county is authorized to enter into an intergovernmental agreement pursuant to Part 2 of Article 1 of Title 29, C.R.S., or pursuant to Article 20 of Title 29, C.R.S., with incorporated municipalities in the county, other counties, and state and federal boards, departments, entities, and agencies, in order to cooperatively control and manage noxious weeds under the Act.
 - o The county also may enter nonbinding memoranda of understanding, or undertake other appropriate cooperative efforts, with these governmental entities or agencies

1.3 Relation to Other Boulder County Plans and Policies

The Boulder County Integrated Weed Management Plan combines and replaces two documents that have been in use over the last couple decades: *Boulder County Noxious Weed Management Plan* and *Boulder County Parks & Open Space Weed Management—Policies & Procedures*.

The IWM Plan aligns with and supports the Board of County Commissioners (BOCC) strategic goals, goals laid out in the Boulder County Comprehensive Plan (Agricultural Resources Element, Environmental Resources Element, and Open Space Element) and the Boulder County Parks & Open Space (BCPOS) Vision, Mission, and Goals, in particular the following stewardship goals and policies:

Boulder County Comprehensive Plan, Environmental Resources Element:

- **Conserve & Preserve.** Boulder County shall conserve and preserve environmental resources, including its unique or distinctive natural features, biodiversity, and ecosystems, through protection and restoration in recognition of the irreplaceable character of such resources and their importance to the quality of life in Boulder County (ERE Goal 1).
- **Sustain & Protect.** Boulder County sustains and protects native species, natural ecosystems, and the biodiversity of the region by designating High Biodiversity Areas, Natural Areas, Natural Landmarks, Significant Natural Communities, Critical Wildlife Habitats, Species of Special Concern, Wetlands, Riparian Areas, and Rare Plant Areas. Other resources and designations may be identified in the future. These designated areas and species lists also provide a point of reference for continued monitoring of long-term ecological change (ERE Goal 2).
- **Promote Viability & Integrity.** Boulder County shall promote the viability and integrity of all naturally occurring ecosystems and their native species populations by applying a variety of environmental resources management strategies in a manner consistent with current ecological principles and sustainable conservation practices (ERE Goal 3).
- **Enhance Environmental Health.** Boulder County shall continue to protect air, water, and soil resources and quality, as well as restore resources in a degraded condition to enhance overall environmental health. Pollution of air, water, and soil, as well as pollution caused by noise or light, shall be eliminated or minimized to the greatest extent possible to prevent potential harm to life, health, and property and to reduce incremental degradation of the environment (ERE Goal 4).

Boulder County Comprehensive Plan, Open Space Element

- **Steward.** Boulder County purposefully stewards its open space resources through sound management practices and appropriate visitor uses (OS Goal 3).
- **Management Plans and Policies.** Through planning and management, Boulder County strives to preserve significant resources and enhance protection and restoration of native ecosystems and their native species populations while also providing passive, sustainable, and enjoyable public uses that connect the public to their environment (OS Policy 3.01.02).
- **Adaptive Planning.** Boulder County monitors and evaluates uses and resources on open space to inform management decisions and seeks to be innovative in its approaches to on-the-ground management of open space resources, utilizing knowledge of current conditions, latest science, and best technologies and practices (OS Policy 3.03).

Boulder County Comprehensive Plan, Agricultural Element

- **Management Best Practices.** The county shall use, and encourage all land owners to use, Best Management Practices, which may include chemical, fire, mechanical, biological, cultural control for weeds; chemical, physical, and cultural control for vertebrate pests; and chemical, biological, and cultural control for insects (Ag Policy 3.03).
- **State, Federal, and Local Programs.** The county shall actively participate in state, federal, and local programs directed toward Integrated Pest Management programs for noxious weeds, and vertebrate and insect pests (AG Policy 3.02).
- **Certified Weed Free.** The county shall use and encourage the use of certified weed-free products, such as hay, mulch, gravel, bedding material, and general construction material (AG Policy 3.04).

Parks & Open Space Vision:

Leading the way to exceptional open space.

Parks & Open Space Mission:

To conserve natural, cultural, and agricultural resources and provide public uses that reflect sound resource management and community values.

Parks & Open Space Goals

1. To preserve rural lands and buffers.
2. To preserve and restore natural resources for the benefit of the environment and the public.
3. To provide public outreach, partnerships and volunteer opportunities to increase awareness and appreciation of Boulder County's open space.
4. To protect, restore, and interpret cultural resources for the education and enjoyment of current and future generations.
5. To provide quality recreational experiences while protecting open space resources.
6. To promote and provide for sustainable agriculture in Boulder County for the natural, cultural, and economic values it provides.

1.4 Integrated Weed Management Objective and Strategies

County-wide Integrated Weed Management Goal

The goal of integrated weed management is to restore, improve, and maintain healthy, functioning ecosystems and economically viable agricultural lands through responsible, proactive, and adaptive management of noxious weeds in accordance with state law.

Strategies to follow for use of the IWMP

1. **Manage:** Use IWM tools and best practices to improve and maintain ecosystem diversity and health by preventing the introduction of new noxious weed species, eradicating isolated or limited populations, containing, eliminating, and suppressing noxious weed species within the county, while decreasing the use of herbicides over time.
2. **Collaborate and Communicate:** All entities can collaborate and communicate with neighbors, expert staff, partners, peer agencies, private property owners, and the public to improve noxious weed management throughout the county and region.
3. **Protect Health and Safety:** Follow equipment safety guidelines, herbicide application labels, and best management practices to protect the health and safety of staff, the public, and ecological values.

1.5 Impacts of Noxious Weeds

Noxious weeds are alien, exotic, or invasive species that have become or have potential to become successfully established and have significant negative impacts to native ecosystems, agriculture, and water. According to the United States Department of Agriculture (USDA), the detrimental effects of noxious weeds in natural ecosystems may include a reduction in native biodiversity, changes in species composition, loss of habitat for dependent and native species (including wildlife), changes in biogeochemical cycling, and alteration of disturbance regimes.

All of Colorado's 85 state-designated noxious weed species cause harm or have the potential to cause harm to Colorado's agriculture, environment, economy, and public health. Well-documented impacts include:

Agriculture

- The Western Governors' Association (WGA) and the USDA, under a Shared Stewardship Memorandum of Understanding (MOU), agreed in June 2019 to pursue an effort to meaningfully address the large-scale infestation of invasive annual grasses on western forests and rangelands. The spread of invasive annual grasses –

such as cheatgrass, medusahead and ventenata – is causing major damage to western working lands.

- A study conducted by Montezuma County Colorado calculated annual economic losses caused by noxious weeds of more than \$5M, not including aesthetic values, land values, infrastructure damage, or existing management costs (https://montezumacounty.org/wp-content/uploads/2023/02/Economic_Assessment_of_Noxious_Weeds_in_Montezuma_County.pdf).

Biodiversity

- According to the United States Forest Service “Invasive species have contributed to the 42% decline of U.S. endangered and threatened species and for 18% of U.S. endangered or threatened species, invasives are the main cause of these declines.” ([Invasive Plants \(usda.gov\)](https://www.usda.gov/land-management/conservation/invasive-plants))
- Colorado National Heritage Program has identified more than 52 rare species of plants, 32 rare animal species (18 vertebrate and 14 invertebrates), and 63 plant communities of concern in Boulder County. Rare native plants, such as the Wood Lily, Ute Ladies'-Tresses, and the Colorado butterfly plant, are under constant threat of extirpation by more aggressive noxious weed species, such as Musk and Canada thistles. In addition, plant communities like the Needle and Thread Complex, Antelope Bitterbrush Complex, and the Alderleaf Mountain-Mahogany Complex are facing decline because of invasive species and fire. (<https://bouldercounty.gov/open-space/management/species-conservation-recovery-plans/>)
- A recent report by the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services for the United Nations further states, “invasive nonnative species were a major factor in 60 percent of recorded extinctions of plants and animals.” (Thematic Assessment Report on Invasive Alien Species and Their Control, Sept. 2023, <https://www.ipbes.net/ias/>.)
- BCPOS has seen suppression of biodiversity across highly diverse, globally rare sites, as documented by Colorado Natural Heritage Program ([County Survey Reports - Colorado Natural Heritage Program \(colostate.edu\)](https://colostate.edu/natural-heritage-program)) through monitoring. Native vegetation is greatly impacted by winter annual invasive grasses (e.g., cheatgrass), with diversity declines up to 100% across monitored sites over seven growing seasons (unpublished BCPOS monitoring data). Rare plants and species of concern are also being suppressed, as seen through monitoring results. Three rare species of annual plants were found in treated sites, reappearing three and four years after control of cheatgrass. Other monitoring has revealed greater utilization by native wildlife and return of pollinating species when cheatgrass is controlled. (unpublished BCPOS monitoring data)

Economy

- The economic and social impacts of invasive species include both direct effects of a species on property values, agricultural productivity, public utility operations, native fisheries, tourism, and outdoor recreation, as well as costs associated with invasive species control efforts. A 2021 study estimated that invasive species have cost North America \$2 billion per year in the early 1960s to over \$26 billion per year since 2010 (Crystal-Ornela, R. et al. 2021). Globally, it is estimated that the economic cost of invasive species has been \$1.288 trillion over the past 50 years (Zenni, R.D. et al. 2021).
- In 2019, global annual costs of biological invasions were estimated to exceed US\$423 billion. Most global costs (92%) accrue from the negative impacts of invasive alien species on nature's contributions to people or on good quality of life, while only 8% of that sum is related to management expenditures of biological invasions. The benefits to people that some invasive alien species provide do not mitigate or undo their negative impacts, which include harm to human health (such as disease transmission), livelihoods, water security and food security, with reduction in food supply being by far the most frequently reported impact (more than 66%). (*Thematic Assessment Report on Invasive Alien Species and Their Control*, Sept. 2023, <https://www.ipbes.net/ias/>.)

Some impacts of noxious weeds in Boulder County include:

- Loss and degradation of native ecosystems, flora, and fauna which greatly alter landscape diversity and function, as identified through monitoring of open space lands.
- Economic loss and production because of noxious weed pressure in traditional, sustainable, and organic agriculture.
- Impacts to water quality and quantity by invasive trees such as Russian Olive or Tamarisk, and plants such as Eurasian milfoil (affecting Boulder Reservoir in 2023), Hairy willowherb, and Purple loosestrife.



2.0 Boulder County IWM Plan Responsibilities and Delegation

2.1 Roles and Responsibilities

2.1.1 Local Advisory Board and County Staff

The governing body of each county and municipality shall appoint a local advisory board. Pursuant to CRS 35-5.5-107, the BOCC has appointed itself as the Local Advisory Board. The Local Advisory Board has delegated its authorized functions to the County Noxious Weed Coordinator and Community Planning & Permitting Department (CPP) enforcement staff.

1. Staff, as delegated by the Local Advisory Board, shall develop a recommended management plan for the integrated management of noxious weeds and recommend management criteria for noxious weeds within the area governed by the county. The management plan shall be reviewed at regular intervals but not less than once every three years for approval, modification, or rejection by the Local Advisory Board.
2. The Local Advisory Board declares noxious weeds and any state noxious weeds designated by rule to be subject to integrated management.
3. The BOCC shall have the sole and final authority to approve, modify, or reject the management plan, management criteria, management practice, and any other decision or recommendation of the staff delegated by the Local Advisory Board.
4. Staff, as delegated by the Local Advisory Board, may recommend to the Local Advisory Board that identified landowners be required to submit an individual integrated management plan to manage noxious weeds on their property.
5. Staff may also provide technical assistance to private and public landowners and facilitate development of management plans for their land.

2.1.2 Eradication and Management of Noxious Weeds on Private Property

As part of this Integrated Weed Management Plan, Boulder County adopts all requirements and duties set forth in Colorado Revised Statutes Section 35-5.5-101 et seq., including the procedures for entry, inspection, notification, and enforcement of noxious weeds on private property in Colorado Revised Statutes Sections 35-5.5-108.5 and 35-5.5-109. Consistent with Colorado Revised Statute Sections 35-5.5-105 and 35-5.5-109, the Boulder County Board of County Commissioners may also adopt ordinances, resolutions, rules, and other regulations necessary to effectively eradicate and manage noxious weeds on private property.

The Director of Community Planning & Permitting is responsible for performing all functions and duties necessary to comply with the requirements set forth in Colorado Revised Statutes Section 35-5.5-101 et seq., with respect to the regulation and enforcement of noxious weeds on private property.

2.1.3 Municipalities

Municipalities, as defined by CRS 31-1-101(6), are responsible for noxious weed management within their jurisdiction, under the provisions set forth in C.R.S 35-5.5-106. Acknowledging that noxious weeds do not recognize boundaries, the Act encourages cooperation among agencies to assist in control of noxious weeds.

2.2 Designation of Noxious Weeds in Boulder County

The Colorado Department of Agriculture maintains List A, List B, and List C noxious weeds and sets forth management plans for their required control. Additionally, Boulder County has elected to create a Local Noxious Weed List and has set forth management objectives for those species on Boulder County land and rights-of-way. These weeds are targeted for treatment because of their negative impacts on other organisms or the surrounding environment. For the complete list of Colorado Noxious weeds, visit the Colorado Department of Agriculture’s website.

<https://ag.colorado.gov/conservation/noxious-weeds/species-id>

Several noxious weed species have native Colorado look-alike plants. For resources on how to distinguish these species, visit the Colorado Department of Agriculture’s website or contact the Boulder County Noxious Weed Coordinator.

2.2.1 Boulder County List A Noxious Weed Species

All populations of List A noxious weeds in Colorado are designated for eradication by the State Department of Agriculture Commissioner. It is a violation of 8 CCR 1206-2” (“Rules”) to allow any plant of any population of any List A species to produce seed or develop other reproductive propagules. Boulder County is known to have (or have had) 14 of the 18 List A species that occur in Colorado, which is the highest number of List A species in any Colorado county.

Table 2-1: List A Weeds and State Management Objectives

State Management Objective	Common name	Scientific Name	Treatment Methods for Boulder County from “Rules”
Eradicate	Dyer’s woad	<i>Isatis tinctoria</i>	Mechanical, Herbicides
Eradicate	Rush skeletonweed	<i>Chondrilla juncea</i>	Mechanical, Herbicides
Eradicate	Yellow starthistle	<i>Centaurea solstitialis</i>	Mechanical, Herbicides
Eradicate	Cypress spurge	<i>Euphorbia cyparissias</i>	Mechanical, Herbicides
Eradicate	Giant reed	<i>Arundo donax</i>	Mechanical, Herbicides
Eradicate	Hairy willowherb	<i>Epilobium hirsutum</i>	Mechanical, Herbicides
Eradicate	Japanese knotweed	<i>Fallopia japonica</i>	Mechanical, Herbicides
Eradicate	Bohemian knotweed	<i>Fallopia bohemica</i>	Mechanical, Herbicides
Eradicate	Giant knotweed	<i>Fallopia sachalinensis</i>	Mechanical, Herbicides
Eradicate	Mediterranean sage	<i>Salvia aethiopis</i>	Mechanical, Herbicides
Eradicate	Myrtle spurge	<i>Euphorbia myrsinites</i>	Mechanical, Herbicides
Eradicate	Orange hawkweed	<i>Hieracium aurantiacum</i>	Herbicides
Eradicate	Purple loosestrife	<i>Lythrum salicaria</i>	Mechanical, Herbicides
Eradicate	Yellow flag iris	<i>Iris pseudacorus</i>	Mechanical, Herbicides

2.2.2 Boulder County List B Noxious Weed Species

List B noxious weeds have discrete statewide distributions and are subject to eradication, containment, or suppression in areas designated by the Department of Agriculture Commissioner in consultation with the State Noxious Weed Advisory Committee, local governments, and other interested parties. List B species must be managed in accordance with all the provisions of 8 CCR 1206-2” (“Rules”), including any applicable state noxious weed management plans. In addition, the Department of Agriculture Commissioner gathers data on List B species on a rotation schedule to determine management plan updates as set forth in 8 CCR 1206-2 (“Rules”).

Table 2-2: List B Noxious Weeds and State Management Objectives

State CDA Management Objective for Boulder County	Common Name	Scientific Name	Treatment Methods for Boulder County from “Rules”
Eliminate	Absinth wormwood	<i>Artemisia absinthium</i>	Mechanical, Herbicides
Eliminate	Blackhenbane	<i>Hyoscyamus niger</i>	Mechanical, Herbicides
Eliminate	Bouncingbet	<i>Saponaria officinalis</i>	Mechanical, Herbicides
Eliminate	Mayweed/stinking chamomile	<i>Anthemis cotula</i>	Mechanical, Cultural, Herbicides
Eliminate	Scentless chamomile	<i>Tripleurospermum inodorum</i>	Mechanical, Cultural, Herbicides
Eliminate	Chinese clematis	<i>Clematis orientalis</i>	Mechanical, Herbicides
Eliminate	Common tansy	<i>Tanacetum vulgare</i>	Mechanical, Cultural, Herbicides
Eliminate	Dames rocket	<i>Hesperis matronalis</i>	Mechanical, Cultural, Herbicides
Eliminate	Jointed goatgrass	<i>Aegilops cylindrica</i>	Mechanical, Herbicides
Eliminate	Plumeless thistle*	<i>Carduus acanthoides</i>	Mechanical, Herbicides
Eliminate	Russian knapweed	<i>Acroptilon repen</i>	Mechanical, Herbicides
Eliminate	Salt cedar (Tamarisk)	<i>Tamarix chinensis</i>	Mechanical, Herbicides
Eliminate	Salt cedar (Tamarisk)	<i>Tamarix ramosissima</i>	Mechanical, Herbicides
Eliminate	Wild caraway	<i>Carum carvi</i>	Mechanical, Herbicides
Eliminate	Yellow nutsedge	<i>Cyperus esculentus</i>	Mechanical, Herbicides
Eliminate	Yellow toadflax	<i>Linaria vulgaris</i>	Mechanical, Herbicides
Eliminate	Yellow x Dalmatian toadflax hybrid	<i>Linaria vulgaris</i> x <i>L. dalmatica</i>	Mechanical, Herbicides
Contain	Bull thistle	<i>Cirsium vulgare</i>	Elimination Zones: Mechanical, Herbicides
Contain	Common teasel	<i>Dipsacus fullonum</i>	Elimination Zones: Mechanical, Herbicides
Contain	Cutleaf teasel	<i>Dipsacus laciniatus</i>	Elimination Zones: Mechanical, Herbicides
Contain	Diffuse knapweed	<i>Centaurea diffusa</i>	Elimination Zones: Mechanical, Herbicides
Contain	Eurasian watermilfoil	<i>Myriophyllum spicatum</i>	Elimination Zones: Mechanical, Cultural, Herbicides
Contain	Hoary cress	<i>Lepidium draba</i>	Elimination Zones: Mechanical, Cultural, Herbicides
Contain	Houndstongue	<i>Cynoglossum officinale</i>	Elimination Zones: Mechanical, Herbicides
Contain	Leafy spurge	<i>Euphorbia esula</i>	Elimination Zones: Mechanical, Herbicides
Contain	Moth mullein	<i>Verbascum blattaria</i>	Elimination Zones: Mechanical, Cultural, Herbicides
Contain	Musk thistle	<i>Carduus nutans</i>	Elimination Zones: Mechanical, Herbicides
Contain	Oxeye daisy	<i>Leucanthemum vulgare</i>	Elimination Zones: Mechanical, Herbicides
Contain	Perennial pepperweed	<i>Lepidium latifolium</i>	Elimination Zones: Herbicides

(Table 2-2: List B Noxious Weeds and State Management Objectives cont.)

State CDA Management Objective for Boulder County	Common Name	Scientific Name	Treatment Methods for Boulder County from "Rules"
Contain	Russian olive	<i>Elaeagnus angustifolia</i>	Elimination Zones: Mechanical, Herbicides
Contain	Scotch thistle	<i>Onopordum acanthium</i>	Elimination Zones: Mechanical, Cultural, Biological, Herbicides
Contain	Scotch thistle	<i>Onopordum tauricum</i>	Elimination Zones: Mechanical, Cultural, Biological, Herbicides
Contain	Spotted knapweed	<i>Centaurea stoebe</i>	Elimination Zones: Mechanical, Herbicides
Contain	Sulfur cinquefoil	<i>Potentilla recta</i>	Elimination Zones: Mechanical, Cultural, Herbicides
Contain	Spotted x diffuse knapweed hybrid	<i>Centaurea x psammogena</i>	Elimination Zones: Mechanical, Herbicides
Suppress	Canada thistle	<i>Cirsium arvense</i>	Any method
Suppress	Dalmatian Toadflax	<i>Linaria etiolate,</i>	Any method
Suppress	Dalmatian Toadflax	<i>Linaria genistifolia</i>	Any method

*The Colorado Department of Agriculture identifies eradication, suppression, and containment management objectives by county. In elimination zones, the "rules" prescribe management techniques for the eradication or elimination of species; in suppression zones, management techniques are not prescribed, allowing for the use of any method to meet that objective. The table lists the methods outlined in the "Rules" for each elimination species and the elimination zone of containment species. For List B Containment Maps, please see Colorado Department of Agriculture website ([County Weed Programs | Department of Agriculture \(colorado.gov\)](https://www.colorado.gov/agriculture)).

2.2.3 Boulder County List C Noxious Weed Species that Require Management

List C noxious weeds are widespread and well-established noxious weed species for which control is recommended but not required by the state, although local governing bodies may require management. The Boulder County Local Advisory Board requires management for 14 of the 18 Colorado List C noxious weed species on Boulder County-owned land. Management objectives for these species on county lands will be informed by continued mapping and data collection by the BCPOS Noxious Weed Work Group.

Management is recommended, but not required, for these List C species on private property within Boulder County.

Table 2-3 List C Noxious Weeds and Management Objectives

Boulder County Management Objective for Boulder County Owned Land	Species Name	Scientific Name	Life Cycle*
Eliminate	Bulbus Bluegrass	<i>Poa bulbosa</i>	Perennial
Eliminate	Siberian Elm	<i>Ulmus pumila</i>	Perennial
Eliminate	Tree of Heaven	<i>Ailanthus latissimi</i>	Perennial
Suppress	Chicory	<i>Cichorium intybus</i>	Perennial
Suppress	Common Burdock	<i>Arctium minus</i>	Perennial
Suppress	Common Mullein	<i>Verbascum Thapsus</i>	Biennial
Suppress	Common St. Johnswort	<i>Hypericum perforatum</i>	Perennial
Suppress	Downy Brome "cheatgrass"	<i>Bromus tectorum</i>	Annual
Suppress	Field Bindweed	<i>Convolvulus arvensis</i>	Perennial
Suppress	Perennial Sowthistle	<i>Sonchus arvensis</i>	Perennial

(Table 2-3 List C Noxious Weeds and Management Objectives cont.)

Boulder County Management Objective for Boulder County Owned Land	Species Name	Scientific Name	Life Cycle*
Suppress	Poison hemlock	<i>Conium maculatum</i>	Perennial
Suppress	Puncturevine	<i>Tribulus terrestris</i>	Perennial
Suppress	Redstem filaree	<i>Erodium cicutarium</i>	Perennial
Suppress	Velvet leaf	<i>Abutilon theophrasti</i>	Biennial

*Life cycle can inform which treatment methods will be most effective.

2.2.4 Boulder County Local Noxious Weeds

The following species are not listed under “Rules” but have been declared local noxious weeds that pose a threat in Boulder County and require management on Boulder County-owned lands and rights-of-way. Although management is not required for these species on private property within Boulder County, it is recommended. Authority to designate additional noxious weeds is granted under C.R.S 35-5.5-108.

Table 2-4: Local Noxious Weeds and Management Objectives for Boulder County

Boulder County Management Objective for Boulder County Owned Land	Species Name*	Scientific Name	Life Cycle**
Eliminate	Common Reed	<i>Phragmites australis</i> *	Perennial
Eliminate	Garlic Mustard	<i>Alliaria petiolate</i> *	Perennial
Eliminate	Garden Loosestrife	<i>Lysimachia vulgaris</i> *	Perennial
Eliminate	Meadow Hawkweed	<i>Berteroa incana</i> *	Perennial
Eliminate	Tall Oat Grass	<i>Arrhenatherum elatius</i> *	Annual
Suppress	Perennial Sweet Pea	<i>Hieracium caespitosum</i>	Perennial
Suppress	Kochia	<i>Kochia scoparia</i>	Annual
Suppress	Curly Dock	<i>Rumex crispus</i>	Perennial
Suppress	Crack Willow	<i>Salix fragilis</i>	Perennial
Suppress	Russian Thistle	<i>Salsola tragus</i>	Annual
Suppress	Blue Mustard	<i>Chorispora tenella</i>	Annual
Suppress	Wild Lettuce	<i>Lactuca serriola</i>	Biennial

*These species are on the Colorado Department of Agriculture Watchlist for Noxious Weeds.

**Life cycle can inform which treatment methods will be most effective.



3.0 IWM Adaptive Decision Process and Tools

3.1 Adaptive Decision Process

C.R.S. 35-5.5-104 sets forth a General Duty to Manage Noxious Weeds: “it is the duty of all persons to use integrated methods to manage noxious weeds through the implementation of appropriate management practices, if such weeds are likely to be materially damaging to the land of neighboring landowners.”

IWM can restore ecological health using complementary weed control tools, including mechanical, cultural, chemical, and biological methods. IWM was originally developed in the 1960s for agricultural pests and then urban landscapes. Somewhat different approaches are needed when implementing an IWM approach on natural lands. For purposes of managing noxious weeds on lands in Boulder County, IWM is:

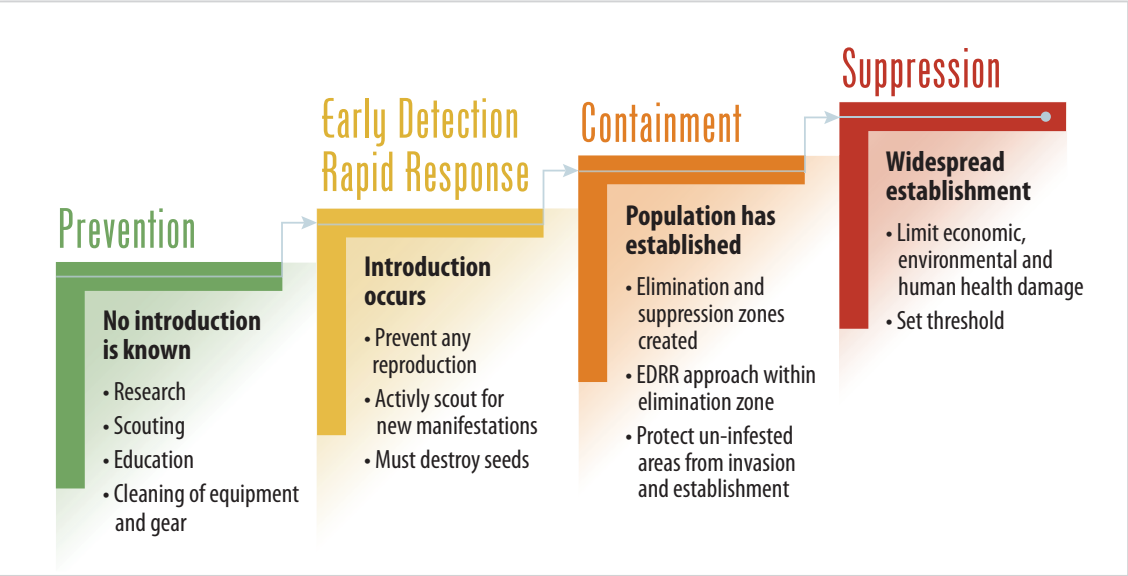
- An adaptive process that considers new science, technology, and understanding of noxious weeds and their environment.
- A decision-making system that adapts to changing conditions. Control methods are determined based on the noxious weed species and site-specific conditions, and methods are not universally applied to all noxious weed problems. It must be recognized that not every tool can be used successfully in every situation and there will be site-specific needs that will require flexibility to achieve the best weed management outcomes.
- A program to ensure minimizing the use of herbicides. IWM programs typically reduce the overall total use of herbicide over time because they employ a wider array of pest management techniques (i.e., physical, biological, and cultural weed control, as well as chemical control) that, in combination, are more effective at eliminating weed issues.

3.2 Noxious Weed Prevention and Detection

Prevention and early detection/rapid response are two of the best strategies for limiting the impacts of noxious weeds, as depicted in Figure 3-1. Once a weed is detected, eradication is the best method of noxious weed control. A recent example in Boulder County is Mediterranean Sage, a List A species detected west of US36 in the 1990s thanks to scouting efforts. Boulder County and City of Boulder have dedicated significant resources to controlling Med Sage, with great success, though this species has not yet been entirely eradicated.

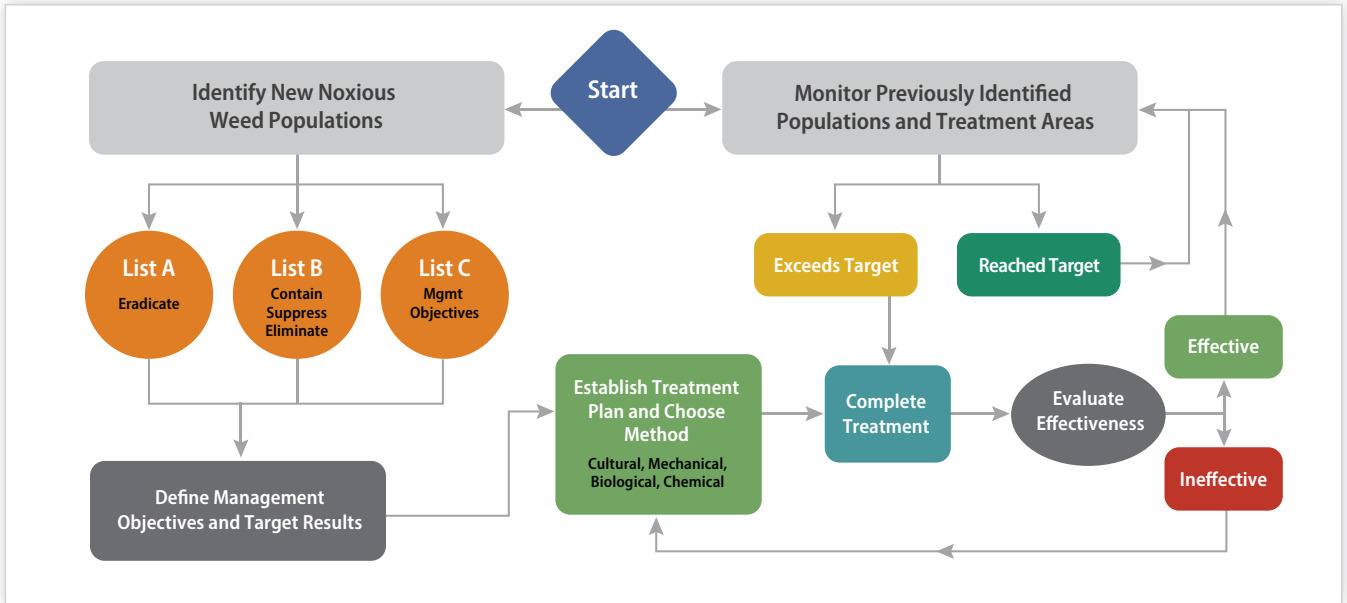
For established weed species, elimination (if possible) and containment are the next steps in the progression, along with protecting un-infested areas from being invaded. Finally, in the case of widespread establishment, elimination may not be possible or economically feasible, though elimination will continue to be pursued in high value natural areas or rangelands. In these cases, suppression is the goal.

Figure 3-1: Decision Model for Early Detection and Rapid Response



Once weeds are identified, selecting methods of control and tolerance levels or thresholds at which those methods are used can be complex, as illustrated in the Adaptive Decision Model (Figure 3-2). Tools include mechanical, cultural, biological, and chemical controls. How these controls are utilized depends upon the statewide management objectives, i.e., State List A requires eradication, List B comes with specific state suppression or elimination zones. Furthermore, programs to control noxious weeds often require a long-term commitment. For many noxious weed species, short-term lapses in active management can negate years of intensive control programs.

Figure 3-2: IWM Adaptive Decision Model



3.3 Integrated Weed Management Tools

Integrated weed management tools are described below. Many of the descriptions include discussion of how Boulder County utilizes these tools in the implementation of the IWMP on county natural lands. This information is intended to inform the public of the county's practices and to illustrate how other land managers can consider using these tools in their land management.

3.3.1 Cultural Tools

Cultural tools provide a targeted approach to weed management, minimizing harm to the surrounding environment. They can be adapted to different environmental conditions and weed species. By understanding the ecological principles behind weed growth and proliferation, land managers can tailor cultural practices to suit specific landscapes and weed populations.

Prevention – Preventing establishment of noxious weeds is the best method for control and reducing expansion of noxious weed populations. Prevention can be accomplished by minimizing disturbances and preventing seed transport. Maintaining healthy ecosystems and ecological function can also prevent noxious weed establishment, as a healthy functioning ecological system has higher resistance to weed establishment and expansion than on degraded and disturbed sites.

For example, to assist in the prevention of the spread of weed seeds along trails, the county has installed boot brush stations with educational plaques. This can help park users understand how the transportation of noxious weed seeds can cause further expansion of noxious weed problems. Additionally, staff plans to add signage to park kiosks to provide park patrons access to prevention methods and provide a means for reporting noxious weeds they may find in the park.

Along rights-of-way, prevention is accomplished by regularly cleaning roadside mowers and other equipment. Timing of mowing is also critical to prevention. These actions greatly aid in curbing further distribution of noxious weeds across the county.

Continuing Education – In order to stay current with research and science-based management practices, Boulder County staff take advantage of professional development opportunities through professional associations such as Western Society of Weed Science, Society for Range Management, Colorado Weed Management Association, Great Plains Grassland Conference, and High-Altitude Revegetation Workshops. These resources are available for other land managers in the region.

Public Outreach – Education is a critical component of county weed management. CSU Cooperative Extension and its agents work with Boulder County Weed Management to educate the public about noxious weed management. CSU Extension agents help by providing small acreage weed management workshops, conducting individual site visits to include agricultural, commercial horticulture, and home horticulture consultations, and offering other educational opportunities, such as the Native Plant Master Programs, which include impact of noxious weeds, weed identification, and management.

Volunteer Events – Several species of noxious weeds can be managed by mechanical methods of removal, but it is very labor and time intensive. Volunteer events provide valuable assistance in strategic areas. These events include List A removal and scouting, trail clearing, seed head bagging in sensitive areas, and noxious weed tree removal. In addition to helping remove the species, volunteers learn about noxious weeds, how to identify them, and how to report infestations. This educational component supports and assists in the prevention of weed spread and the long-term goals of the IWM Plan and BCPOS in general. Learn more about volunteering opportunities here: <https://bouldercounty.gov/volunteer/parks-and-open-space/>.

Other preventative measures include avoiding the use of imported topsoil on restoration projects, requiring weed-free mulch and seeding materials, and perhaps most significantly, maintaining healthy landscapes resilient to weed invasion.

Table 3-1: Prevention and Cultural Tools

Method	Benefits	Challenges	Resources Required
Prevention: Public education	<ul style="list-style-type: none"> Increases awareness of impacts of noxious weeds 	<ul style="list-style-type: none"> Ensuring our messages are getting out to the public 	<ul style="list-style-type: none"> Staff Time Research Materials Coordinate with CSU Extension
Prevention: Scouting	<ul style="list-style-type: none"> Identifies new infestations that can be managed before larger infestations occur 	<ul style="list-style-type: none"> Time consuming to survey large areas Challenges due to rugged terrain 	<ul style="list-style-type: none"> Staff time Drone technology may be beneficial
Prevention: Cleaning vehicles and equipment between sites	<ul style="list-style-type: none"> Prevents seeds from being transferred from one site to another. Decreases the number of new invasions 	<ul style="list-style-type: none"> County wide and contractor compliance is difficult to encourage 	<ul style="list-style-type: none"> Equipment Staff Time Education
Prevention: Public boot brush stations	<ul style="list-style-type: none"> Prevents seeds from being transferred from one site to another. Decreases the number of new invasions 	<ul style="list-style-type: none"> Use is encouraged but not always followed 	<ul style="list-style-type: none"> Staff time Boot brush stations Maintenance of boot brush stations
Revegetation	<ul style="list-style-type: none"> Increases competition with noxious weed following disturbance Increases native habitat and biodiversity 	<ul style="list-style-type: none"> Ability to get equipment into areas Availability of local native seeds Labor and time intensive to hand seed Weather has large impact on success Requires follow-up noxious weed control 	<ul style="list-style-type: none"> Equipment and equipment maintenance Research Staff time Local seed – can be costly at a large scale
Research	<ul style="list-style-type: none"> Informs adaptive management decisions Guides decisions on treatment methods Provides data and information to advance science 	<ul style="list-style-type: none"> Time intensive for staff Subject to availability of funding 	<ul style="list-style-type: none"> Staff time Funding for outside research

Revegetation – Revegetation with native species is used in areas where there are insufficient native plants or native seedbank to naturally restore the area. This condition is commonly found in areas where arable farming has occurred or where grazing or other disturbances, such as floods and prairie dogs, have depleted native plants and seedbanks. Revegetation is also utilized post disturbance with trail or general infrastructure construction projects to reduce the occurrence of noxious weeds that establish post construction. Each open space site is evaluated for desired outcomes, and consultation with Plant Ecology and Agricultural Resources staff is an integral part of revegetation efforts.

Research – The Boulder County staff utilize the BCPOS Small Grant Research program and collaborates with research institutions to conduct research that informs noxious weed management activities and their efficacy. These studies, along with monitoring data collected by the county’s Noxious Weed Work Group, provide valuable information on management activities. Such studies can focus on restoration, weed management utilizing organic methods, insect biocontrol and/or herbicide application, mapping and monitoring riparian corridors, and prescribed fires for cheatgrass suppression. Tours of the field sites in Boulder County and on sites in other counties in Northeast Colorado take place each season to highlight and demonstrate results of research. Other land managers are encouraged to learn from and participate in on-going research occurring in Boulder County and the Front Range.

3.3.2 Mechanical Tools

Mowing – Mowing is a tool that can be effective for controlling and suppressing certain types of noxious weeds. When timed correctly, mowing can help reduce seed proliferation. Boulder County utilizes tractor mowing to assist in controlling noxious weeds on open space and within roadside rights-of-way.

- **Open space** mowing is used for noxious weed suppression on areas when feasible, which aids in preventing weeds from flowering and dispersing seed.
- **Roadside mowing** provides management of vegetation at intersections and along roadways to provide clear lines of sight for motorists and cyclists. Mowing roadside edges also provides improved reaction times for motorists when wildlife is present in/or crossing roadways. Mowing roadsides encourages perennial grasses over broadleaf vegetation (typically noxious weeds) and reduces potential for roadside fire ignition and roadway distribution of noxious weed seeds.

Weed Whipping/Whacking – this form of mechanical control provides the same benefits as mowing and is utilized in areas that are difficult for large tractor-mounted mowers to access, such as road signage, trailheads, structures, wet areas, restoration areas with shrubs, trees, and sensitive, desirable plantings.

Hand Pulling and Digging – Hand pulling and digging are used to eliminate isolated or scattered patches of annual and biennial noxious weeds, including many List A species. On county open space, this method relies heavily on volunteer projects to be successful because it can be so labor intensive (more information under “Volunteer Projects” in 2.2.2 Cultural Methods section below). It can be effective where scattered plants or small concentrated populations are found. However, digging or pulling large areas or dense populations of plants disturbs the soil, allowing other noxious weeds to establish. This method is not effective on deep-rooted or rhizomatous-spreading perennials. This method may also be utilized in sensitive areas. Manual hand-pulling should be repeated prior to seeds setting at least twice a year for seven to ten years or longer.

Seed Head Removal – This method is often used in combination with others to prevent seed development and dispersal for List A species, List B species selected for eradication, and other noxious weeds growing in high priority areas (e.g., restoration and revegetation sites). When elimination of a population from an area is the objective, seed head removal alone is insufficient. It is considered a suppression method when used alone.

Prescribed Fire (Rx Fire) – Prescribed fire can be used as a control method for noxious weeds. It has limited long-term results and applications as the seed source is often not addressed through fire alone. For instance, if cheatgrass infestations are present it can be detrimental to native ecosystems if the fire burns too hot. In addition, prescribed fire has been documented to cause high native shrub and plant mortality, with limited control of cheatgrass infestations. Prescribed fire activities can be expensive relative to other forms of control. However, under certain circumstances, prescribed fire can provide ecological benefits to existing native vegetation that may aid in suppression of noxious weeds.

Table 3-2: Mechanical Tools

Method	Benefits	Challenges	Resources Required
Mowing	<ul style="list-style-type: none"> Prevents seed set in some species Treats large areas relatively quickly 	<ul style="list-style-type: none"> Late use can result in spread Only suppresses most perennial species This method may increase density in some species May negatively affect desirable species 	<ul style="list-style-type: none"> Special Equipment Equipment Maintenance Staff Time Training
Weed whipping	<ul style="list-style-type: none"> Prevents seed set in some species Treats large areas relatively quickly 	<ul style="list-style-type: none"> Late use can result in spread Only suppresses most perennial species This method may increase density in some species May negatively affect desirable species 	<ul style="list-style-type: none"> Special Equipment Equipment Maintenance Staff Time Training
Hand Pulling	<ul style="list-style-type: none"> Effective with small or isolated patches Ideal for sensitive sites, i.e., new restoration sites and wetlands 	<ul style="list-style-type: none"> Labor-intensive success relies heavily on volunteer support Densely infested areas could be invaded by new noxious weeds because of disturbance This method may increase density in some species 	<ul style="list-style-type: none"> Time intensive – additional staff or volunteers needed for large scale Bags for disposal Labor intensive Need for repeated efforts over multiple years
Digging	<ul style="list-style-type: none"> Can be very effective with small or isolated patches 	<ul style="list-style-type: none"> Labor-intensive success relies heavily on staff hours and volunteer support Densely infested areas could be invaded by new noxious weeds because of disturbance This method may increase density in some species 	<ul style="list-style-type: none"> Time intensive – additional staff or volunteers needed for large scale Bags for disposal Labor intensive Need for repeated efforts over multiple years
Seed head collection	<ul style="list-style-type: none"> Prevents seed set 	<ul style="list-style-type: none"> Bagging is required, very time and labor intensive Cannot eradicate perennial species and, therefore, is often combined with other methods 	<ul style="list-style-type: none"> Time intensive – additional staff or volunteers are needed for large scale Labor intensive Bags for disposal Need for repeated efforts over multiple years
Prescribed (Rx) Fire	<ul style="list-style-type: none"> Can suppress several species of noxious weeds Beneficial for local ecosystems Helps reduce fire risk in the wildland-urban interface 	<ul style="list-style-type: none"> Disturbance caused may facilitate additional invasions Often needs to be used in combination with other tools to be effective long term Safety Burn windows are limited Burn restrictions include weather, air quality, wildlife, and rare plant concerns. 	<ul style="list-style-type: none"> Rx fire staff time Must close the area to the public Special equipment Training Smoke permits

3.3.3 Biological Tools

Biological Control – Biological weed control is an important component of the IWM program. The use of insects that can attack different areas of the plant in different stages of life can assist in suppressing noxious weed infestations. However, biological control agents are not utilized on species designated by the Commissioner for eradication. The reason is that the management objective requires the prevention of any seed development, and most field releases take three to five years for establishment of an insect population to become numerous enough to affect a noxious weed infestation. Eradication of a noxious weed species cannot be attained through insect biocontrol alone. The most effective scenario is when the noxious weed infestation is suppressed to a “tolerable level,” where insect agents are significantly limiting distribution and abundance of the target noxious weed species, and the noxious weed density is no longer considered detrimental to the desired plant community.

Grazing & Browsing – Grazing and browsing can be effective for noxious weed suppression on a small scale but has limited success with eradication and containment. Livestock movement from site to site can be a vector for moving noxious weed seeds to new locations. Goat browsing is typically more expensive than other control measures because of the intensive herd management required to achieve desired objectives. Cattle and horse grazing may be conducted through agricultural leases on some county natural lands. Here, tenant goals and IWM Plan are complementary.

To protect native Bighorn sheep populations from disease transmission from domestic sheep and goats, Colorado Parks and Wildlife recommends against grazing domestic sheep and goats in areas utilized by bighorn sheep herds and adjacent suitable habitat.¹ Bighorn rams can roam miles and may contact domestic sheep and goats on forays. The sheep protection area in western Boulder County is shown on Map 3-1 below.

¹ Disease transmission from domestic sheep and goats to native, wild populations of bighorn sheep has been documented in more than 70 peer reviewed scientific publications (TWS and AAWV, 2015). Bighorn sheep are highly susceptible to the bacterial strains that cause pneumonia, which are easily carried by domestic sheep and goats (Besser et al, 2012). The bighorn sheep are impacted by direct mortality, but also by the disease then becoming enzootic and causing infections to be conveyed from ewes to their lambs, who succumb to the disease. (George et al, 2009.) Therefore, the impact on herds is severe via both the immediate mortalities, as well as depressed lamb recruitment for several years after the initial transmission. Currently, there is no vaccine or treatment for wild Bighorn sheep.

Maintaining effective spatial separation between wild bighorn sheep and domestic sheep and goats is the only effective tool currently available for mitigating the risk of disease transmission between species.

References:

Besser TE, Highland MA, Baker K, et al. Causes of Pneumonia Epizootics among Bighorn Sheep, Western United States, 2008–2010. *Emerging Infectious Diseases*. 2012;18(3):406–414. doi:10.3201/eid1803.111554.

George, J.L., R. Kahn, M.W. Miller, and B. Watkins. 2009. Colorado Bighorn Sheep Management Plan 2009-2019. Special Report Number 81, Colorado Division of Wildlife, Terrestrial Resources. Denver, Colorado. 83 p. + appendices.

The Wildlife Society and American Association of Wildlife Veterinarians Joint Issue Statement- Domestic Sheep and Goats Disease Transmission Risk to Wild Sheep, 2015. https://wildlife.org/wp-content/uploads/2015/03/WS-DS_DiseaseTransmission_TWS-AAWV_JointStatement_APPROVED.pdf

Map 3-1: Bighorn Sheep Protection Area

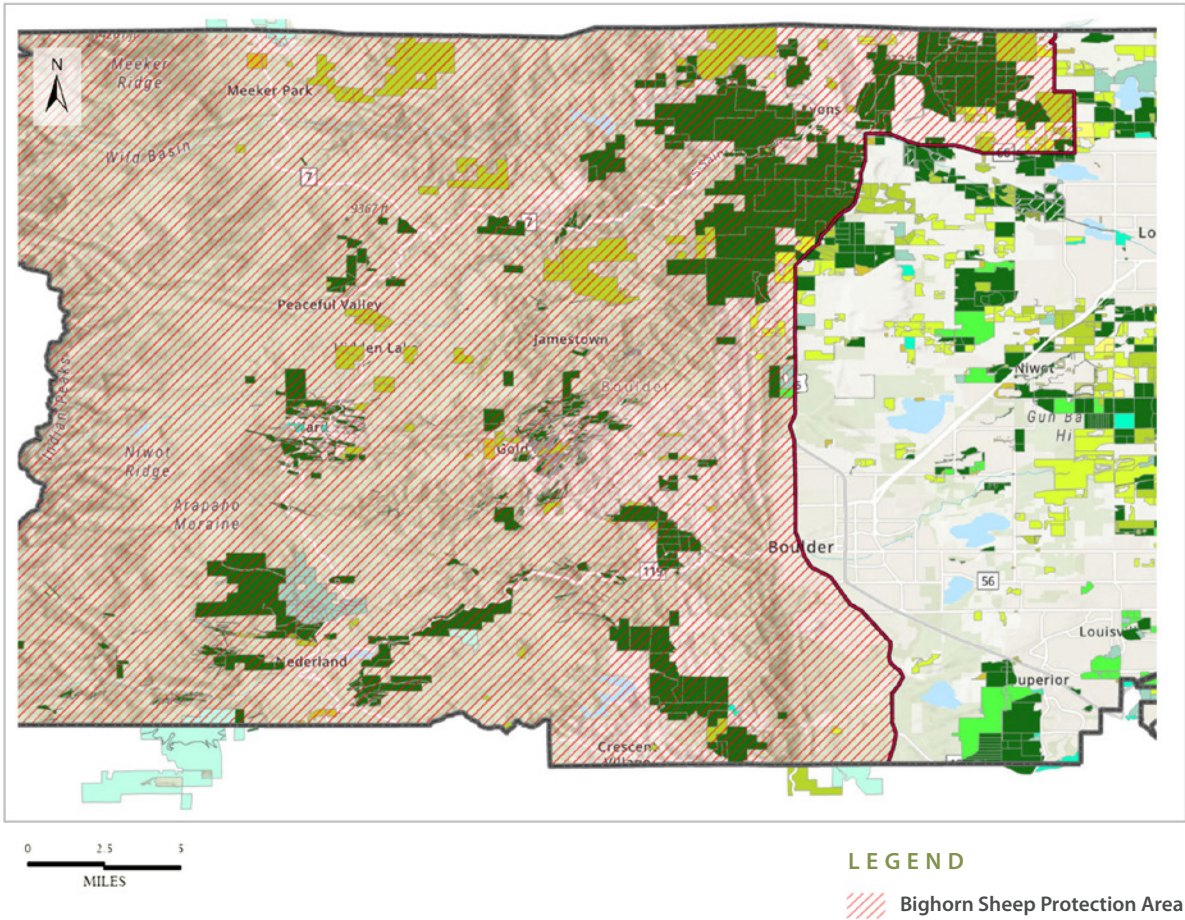


Table 3-3: Biological Tools

Method	Benefits	Challenges	Resources Required
Insects	<ul style="list-style-type: none">• Suppresses several species of noxious weeds	<ul style="list-style-type: none">• Not available for all species Cannot be used in eradication efforts• Not always available for purchase – limited stock• Do not work in all terrains, soil types, etc.	<ul style="list-style-type: none">• Biological materials• Staff time• Insects are species specific
Rust	<ul style="list-style-type: none">• Suppresses several species of noxious weeds	<ul style="list-style-type: none">• Not available for all species• Cannot be used in eradication efforts• Not always available for purchase – limited stock & current reclassification	<ul style="list-style-type: none">• Biological materials• Staff time
Grazing & Browsing	<ul style="list-style-type: none">• Prevents seed set• Can cause root reserves to be depleted if used in an ongoing-repetitive manner• Can access remote and difficult terrain	<ul style="list-style-type: none">• Late use can result in spread• Not a selective method• Intense grazing can lead to disturbance and may facilitate additional invasions• Some noxious weed species are toxic to livestock.• Not all topography is grazable• Presence of predators in open space• CPW recommends against grazing goats and domestic sheep in western Boulder County; see Map 3-1	<ul style="list-style-type: none">• Expensive for large- scale contract• In house would require new staff, training and acquiring a herd• Watering infrastructure• Fencing

3.3.4 Chemical Tools

Herbicide applications are used to control noxious weeds when they are the most practical tool. Criteria for herbicide use include size and location of infestation, other species characteristics (e.g., plant phenology or growth cycles), terrain characteristics (such as slope steepness, rockiness of terrain, proximity to water, likelihood of runoff), efficacy, worker safety, environmental impacts, timing and cost of application, resistance concerns, and alternatives available. In comparison to other methods, herbicide treatments can be relatively cost-effective for large-scale infestations. Depending on the management objective, herbicides can be the most effective method for achieving the desired control of certain noxious weed species (i.e., List A perennial species that need to be eradicated). In other situations, their use is not needed or desired (i.e., newly seeded restoration areas).

Boulder County is adopting herbicide selection criteria in this IWMP applicable to IWM practices on Boulder County natural lands. See Section 4 for details. Other land managers are encouraged to consult this guidance. Adherence to product labels is essential; the label is the law.

The Noxious Weed Work Group utilizes the herbicide application methods outlined below. Other land managers can consult these descriptions to inform their application practices.

Spot Spraying is used to eliminate or contain small or isolated patches of noxious weed species. This method is used along trails and road rights-of-way and in natural areas to minimize off-target impacts to other sensitive or desirable plants or to prevent seed distribution of noxious weeds using larger equipment. This method may include the use of backpack sprayers, handheld spraying nozzles from trucks or Utility Terrain Vehicles (UTV's), and drones.

Stump Treatments are used to apply herbicide directly to the cut portion of woody noxious weeds, such as Russian Olives and Tamarisk. This method reduces the amount of herbicide needed to control large woody species and is highly effective with minimal off-target impacts. This method includes the use of hand pump sprayers and sponge applicators.

Broadcast Spraying is used to treat large infestations for elimination and containment of noxious weeds. It is also used to prepare large priority areas identified by BCPOS staff for restoration. This method can also be used for emergency treatments in accordance with the Early Detection Rapid Response program outlined by the Colorado Department of Agriculture. Broadcast spraying is often the most effective and cost-effective method to control large noxious weed infestations because of size, type of infestation and nature of topography. Vegetation management for infrastructure and rights-of-way also requires the use of broadcast spraying for both maintenance and safety of structures. Broadcast spraying may be accomplished through different types of applications:

- **Backpack Sprayers** – utilized for smaller dense infestations of noxious weeds along rights-of-way and for infrastructure maintenance.
- **UTV Boom application** – utilized for smaller dense infestations of noxious weeds and rights-of-way and infrastructure maintenance.
- **Roadside Truck Boom** – utilized for controlling noxious weeds in roadside rights-of-way for prevention of further distribution and movement onto private lands.
- **Tractor Rig Application** – utilized when there is reasonable terrain that allows for the safety of the operator and safe operation of equipment.
- **Drone Applications** – This type of application can be used when the topography of treatment areas becomes too severe for the safe operation of tractor rig application and creates concern for worker safety, or the treatment area is so large that other methods become impractical. Drones can provide smaller remote applications in areas that cannot be accessed by other means. See Appendix E, IWMP Drone Application Policy, for more details.

Table 3-4: Chemical Tools

Method	Benefits	Challenges	Resources Required
Herbicide Application via spot treatments	<ul style="list-style-type: none"> • Selective application • Effective method for several difficult to control species 	<ul style="list-style-type: none"> • Impractical for large areas • Potential off target impacts of desirable plants • Weather conditions limit application windows • Resistance management 	<ul style="list-style-type: none"> • Herbicide • Staff time • Research • Special equipment • Training • Licenses • Personal Protective Equipment
Herbicide Application via broadcast ground treatments	<ul style="list-style-type: none"> • Effective method for several difficult to control species • Covers large areas that require treatment • Aids in restoration of historically disturbed sites 	<ul style="list-style-type: none"> • Ability to get equipment into areas • Potential off target impacts of desirable plants • Weather conditions limit application windows • Resistance management 	<ul style="list-style-type: none"> • Herbicide • Staff time • Research • Special equipment • Training • Licenses • Personal Protective Equipment
Herbicide Application via broadcast aerial treatments	<ul style="list-style-type: none"> • Covers large areas that require treatment • Ability to access difficult or dangerous terrain • Less risk for staff members • Minimal drift 	<ul style="list-style-type: none"> • Drift may occur if label or weather factors are not followed • May cause noise for neighboring residents • Weather conditions limit application windows 	<ul style="list-style-type: none"> • Expensive outside contract • Herbicide



4.0 IWM Adaptive Decision Process and Tools on BCPOS Natural Lands

4.1 BCPOS IWM Strategy

This section describes Integrated Weed Management strategy and practices on natural lands managed primarily by the Resource Management Division of BCPOS. BCPOS natural lands encompass approximately 34,000 acres of natural areas and native rangelands. These natural lands do not include leased dryland and irrigated crop production lands, irrigated pasturelands, and irrigated forage or leased rangelands, which are governed by the Cropland Policy and their leases. Management of these leased lands is administered and enforced by the Agricultural Resources Division.

BCPOS natural lands are managed with the purpose of preserving biodiversity in Boulder County. This Integrated Weed Management plan also informs vegetation management practices in support of public safety along road rights-of-way and trails and in support of maintaining the integrity of certain county infrastructure.

The Noxious Weed Work Group within the Resource Management Division of BCPOS provides valuable noxious weed and vegetation management services to support the land stewardship work of many other work groups in the department and throughout the county. Resource Management Work Groups supported by the Noxious Weeds Work Group include Plant Ecology, Forestry, and Wildlife Biology. Other BCPOS divisions that the Noxious Weed Work Group supports are Recreation & Facilities, Resource Planning, and Agriculture & Water Resources. They also coordinate frequently with the Road Maintenance Division of the Public Works Department for vegetation management along roadsides in Boulder County for public safety.

Boulder County relies on best practices and scientific evidence to inform weed management. Integrated weed management tools and practices are carefully selected based on the required state management guidelines for specific List A, B, or C species (as discussed in Section 3), the size of infestation (i.e., single plant to large monoculture infestations), location (i.e., critical habitat, riparian areas, sensitive areas, etc.), and best management tools and practices for individual species, as informed by state guidance and in consultation with other experts and land managers.

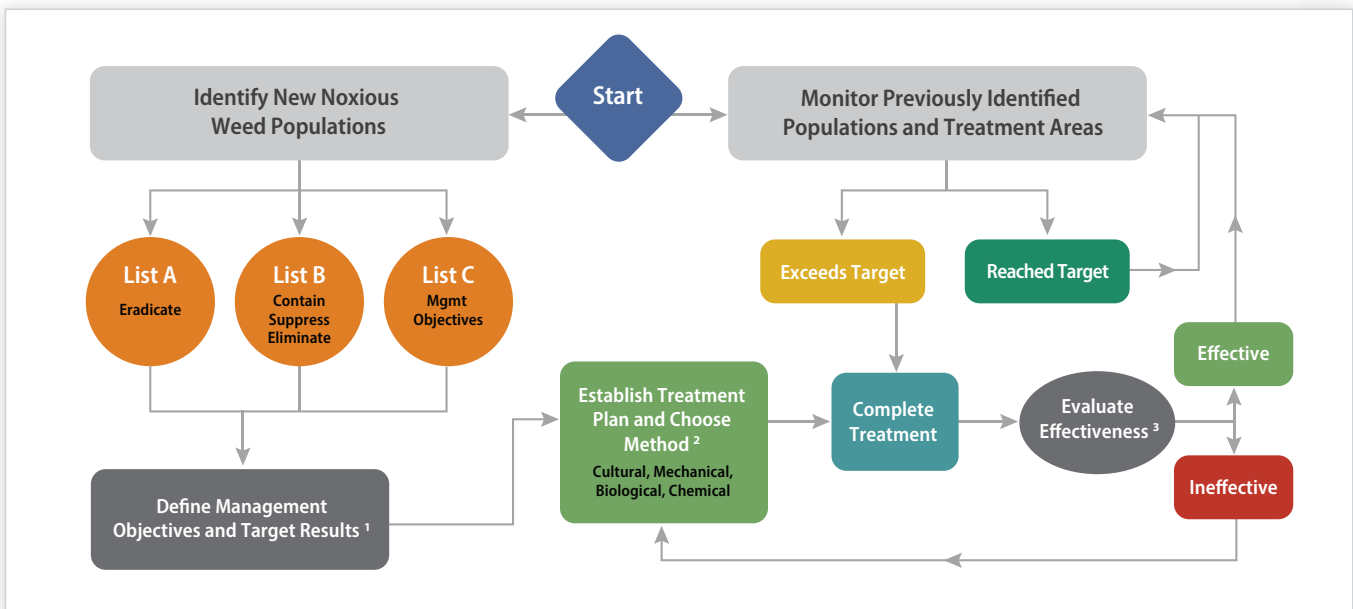
BCPOS' implementation strategy utilizes four primary management objectives to guide the work of the Noxious Weeds Work Group. The BCPOS Management Objectives are: **Eradicate, Preserve Biodiversity, Suppress,** and vegetation management to **Protect Roads, Trails, and Other Infrastructure**. The BCPOS Management Objectives are informed by the Colorado Department of Agriculture's Noxious Weed Lists (A, B C, and Watchlist species), and field observations. The County Management Objectives have also been developed to help achieve BCPOS' broader stewardship goals for natural lands under their purview.

The BCPOS Management Objectives are an important aspect of BCPOS' overall strategy for reducing the impact of noxious weeds on BCPOS natural lands in an impactful and prioritized manner. Section 4 of the IWM Plan details the methods the Noxious Weeds Work Group uses to prioritize noxious weed management activity from year to year and to select the tools and methods that will be used to conduct integrated weed management activities.

4.2 BCPOS IWMP Implementation Decision Model Summary

The IWM Plan is implemented on BCPOS natural lands consistent with the IWM Decision Model introduced in Section 3 (Figure 3-2) and updated to apply to BCPOS in Figure 4-1 below. This model outlines the steps the Noxious Weed Work Group follows to plan for and implement the BCPOS IWMP. In general, the decision model describes a cycle wherein a noxious weed population is identified, management objectives are defined, including desired results (or outcomes), treatment plan and methods are identified, treatment is completed, and effectiveness is evaluated and monitored, with subsequent treatments occurring until target results are achieved, adjusting the methods along the way as needed. The narrative and flow charts following Figure 4-1 provide more specific details about the BCPOS Management Objectives, the treatment planning process, and treatment method selection.

Figure 4-1: BCPOS Integrated Weed Management Adaptive Decision Model



¹ See "BCPOS Management Objectives and Treatment Prioritization Process" for details (Figure 4-2).

² See "BCPOS Treatment and Method Selection Process" for details (Figure 4-3).

³ If off-target impacts occur, revise Treatment Plan and Method.

4.2.1 Identify and Inventory Noxious Weed Populations and Areas of Concern

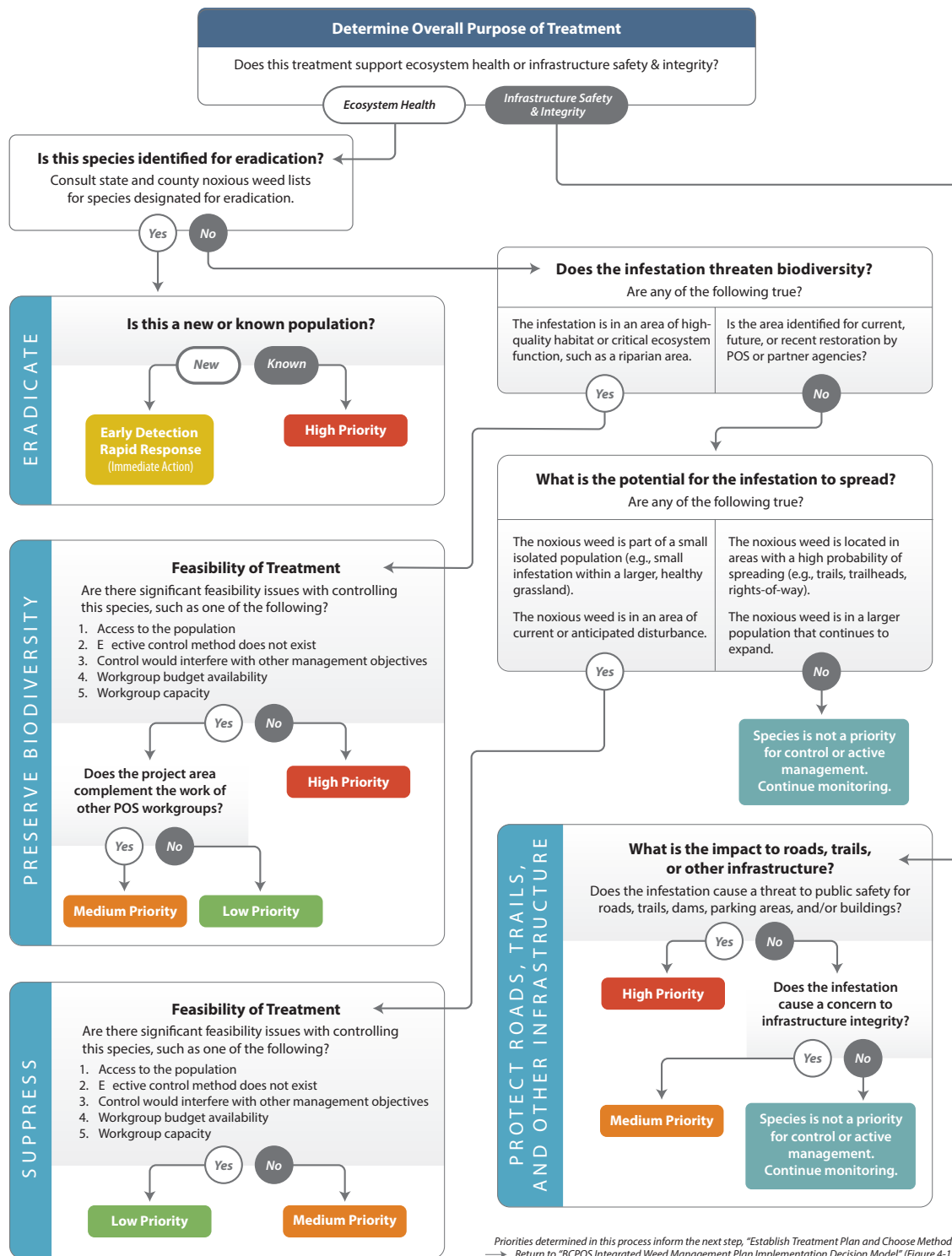
The first step in the decision model is to identify noxious weed populations and areas of concern on BCPOS natural lands. This inventory of locations is compiled from the sources of information outlined below. These sources are consulted to identify and inventory noxious weed populations and areas of concern. Part of the inventory process includes identifying which State or Local Weed List the inventoried species appear on, if any. Based on this information, work plans are designed to scout and map the current location and extent of the infestation to inform the subsequent steps in the decision model and determine all applicable and viable Integrated Weed Management methods and treatments.

- State weed lists and maps
- State and local historical data
- Satellite imagery
- Scouting in the field
- Input from other BCPOS work groups
- Reports from other county departments and partner agencies
- Reports from the public

4.2.2 BCPOS Management Objectives and Treatment Prioritization

The BCPOS Management Objectives provide a framework for guiding the treatment priorities for the noxious weed populations and areas of concern identified in the previous step. This prioritization tool is used to create a prioritized work plan. Figure 4-2, “BCPOS Management Objectives and Treatment Prioritization Process,” illustrates how the BCPOS Management Objectives influence treatment priorities for work planning purposes. Descriptions of the BCPOS Management Objectives for BCPOS natural lands that are implemented through the IWM Plan follow Figure 4-2. The BCPOS Management Objectives are **Eradicate**, **Preserve Biodiversity**, **Suppress**, and **Protect Roads, Trails, and Other Infrastructure**.

Figure 4-2: BCPOS Management Objectives and Treatment Prioritization Process



4.2.2.1 Eradicate

The objective of **Eradicate** is to reduce the reproductive success of a noxious weed species or specified noxious weed populations in largely uninfested regions to zero and to permanently eliminate the species or population within a specified period. Once all specified weed populations are eliminated or prevented from reproducing, intensive management efforts continue until the existing seed bank is exhausted. The state identifies species on List A and B for eradication. Boulder County identifies species on List C and the Local list for Eradication based on distribution within the county and the high potential for successful eradication.

The treatment approach for Eradication species varies. For annual or biennial species, mechanical treatment methods are effective prior to seed setting. For perennial species, a combination of mechanical methods and herbicide methods are often needed to ensure that seed production is prevented, and the plant is removed from the environment. In addition, herbicide that affects the root structure of perennial species is often essential to achieving the **Eradicate** objective. Seasonal timing is critical to prevent any seed from setting and subsequently proliferating, while also eliminating the root structure of perennial species that would otherwise allow individuals to persist into subsequent growing seasons. With discreet populations of **Eradicate** species dispersed throughout the county, it is challenging to get this timing right in as many places as possible during a relatively short window where treatment methods are most successful.

Eradicate is a high priority for IWM treatment.

4.2.2.2 Preserve Biodiversity

The objective **Preserve Biodiversity** supports ecosystem function with a priority on lands of significant environmental value by removing noxious weed species and reestablishing desired native plant populations and overall ecosystem function. In Boulder County, lands of significant value for preserving biodiversity are designated in the Boulder County Comprehensive Plan under the Environmental Resource Element (ERE). Designations include High Biodiversity Areas, Critical Wildlife Habitats, Wetlands and Riparian Areas, Preble's Meadow Jumping Mouse Conservation Areas, Significant Natural Communities, and Rare Plant Areas. Boulder County preserves many of these lands through acquisition and management. BCPOS natural lands with resources designated by the ERE as affected by noxious weed infestations with a high likelihood of achieving the desired condition or ecosystem function through IWM and other land management actions are given a high priority for IWM treatment. The story map that accompanies this plan highlights many examples of this work.

IWM work to support the **Preserve Biodiversity** objective is interdisciplinary in nature, often requires multiple treatment methods and tools, and typically takes multiple seasons of management actions to attain desired conditions. At the onset of a site treatment, herbicides are often a critical tool to significantly decrease noxious weed infestations and encourage native plant communities to restore themselves. In restoration projects, herbicide use decreases significantly over time as preferred vegetation is established and the overall site becomes more resilient to noxious weed invasion in the absence of new disturbance. In some cases, one herbicide application removes enough noxious weed pressure to allow remanent native vegetation to re-establish without active restoration of plant communities through seeding and plantings.

BCPOS manages many acres of natural lands affected by past disturbances, resulting in conditions conducive to noxious weed infestations. Some disturbances are caused by humans, such as intensive agriculture, mining, and fire suppression, while other disturbances, such as fires and floods, are aspects of natural processes. A significant management challenge for BCPOS is prioritizing finite resources such as staff capacity, budget, equipment, and seasonality to support successful implementation of **Preserve Biodiversity** efforts in tandem with other needed IWM work. Additionally, in many cases, large areas of BCPOS natural lands with the highest biodiversity characteristics are in mountain and foothills environments; these lands present challenges for conducting IWM treatments when considering access and worker safety. Emerging tools with drone technology and new herbicides present opportunities for overcoming these challenges in support of biodiversity preservation objectives.

Although treatment of natural lands targeted by the **Preserve Biodiversity** objective has a high priority for IWM treatment, there is limited overall capacity to conduct the on-going restoration and related IWM activity essential

to achieving BCPOS longer-term restoration goals for an area of concern. So, the department takes on only a limited number of restoration projects at a time. See Appendix B, IWMP Implementation on Boulder County Natural Lands, 2024-2027, for a list of current priorities.

4.2.2.3 Suppress

The **Suppress** objective is to reduce the vigor of noxious weed populations within an infested region to decrease the propensity of noxious weed species from spreading to surrounding lands and to mitigate the negative effects of noxious weed populations on infested lands. Suppression efforts may employ a wide variety of IWM techniques. BCPOS emphasizes mechanical methods, including field mowing, weed whipping, grazing/browsing, and biological methods for suppression.

Herbicide may also be used in select situations, primarily to prevent new populations from emerging or spreading to new areas, address dense infestations, or suppress difficult perennial invasive species. The priority of suppression actions is medium to low depending on severity of the potential for new impacts. The long-term goal of suppression is to keep the invasive plants in check so native plants can rebound to outcompete the invasives. Suppression areas are continually monitored. If no improvement occurs, adaptive management may dictate the use of other tools.

Due to consistently documented occurrences of disease transmission to bighorn sheep from domestic sheep and goats (which causes lethal pneumonia via transmission of *Pasteurella* bacterial strains), BCPOS will not graze domestic sheep and goats in areas known to be utilized by bighorn sheep herds and adjacent suitable habitat where bighorn are likely to foray (bighorn rams often roam miles outside of normal ranges and may contact domestic sheep and goats on forays). These areas include Ron Stewart Preserve at Rabbit Mountain, Southdown Indian Mountain, Hall Ranch, Heil Ranch, Riverside, Adams Cowger, Billings, and other smaller parcels owned by BCPOS west of US36 and north of Hwy 66, west of 75th Street, and 83rd Street to Larimer County Road 2.

4.2.2.4 Protect Roads, Trails, and Other Infrastructure

The objective for **Protect Roads, Trails, and Other Infrastructure** is to manage all vegetation in the vicinity of roads, trails, parking area, dams, and buildings for public safety and to maintain the integrity of this infrastructure. IWM actions are given a high priority if there is a public safety concern. If there is a concern for infrastructure integrity, IWM actions are given a medium priority.

The purpose of managing vegetation at intersections and along roadways is to provide clear lines of sight for motorists and cyclists. Treating roadside edges also provides improved reaction times for motorists when wildlife or other obstacles are present in the vicinity of roadways. Roadside treatment methods encourage perennial grasses over broadleaf vegetation (typically noxious weeds), reduce the potential for roadside fire ignition, and diminish the distribution of noxious weed seeds along road corridors that could subsequently spread to adjacent lands.

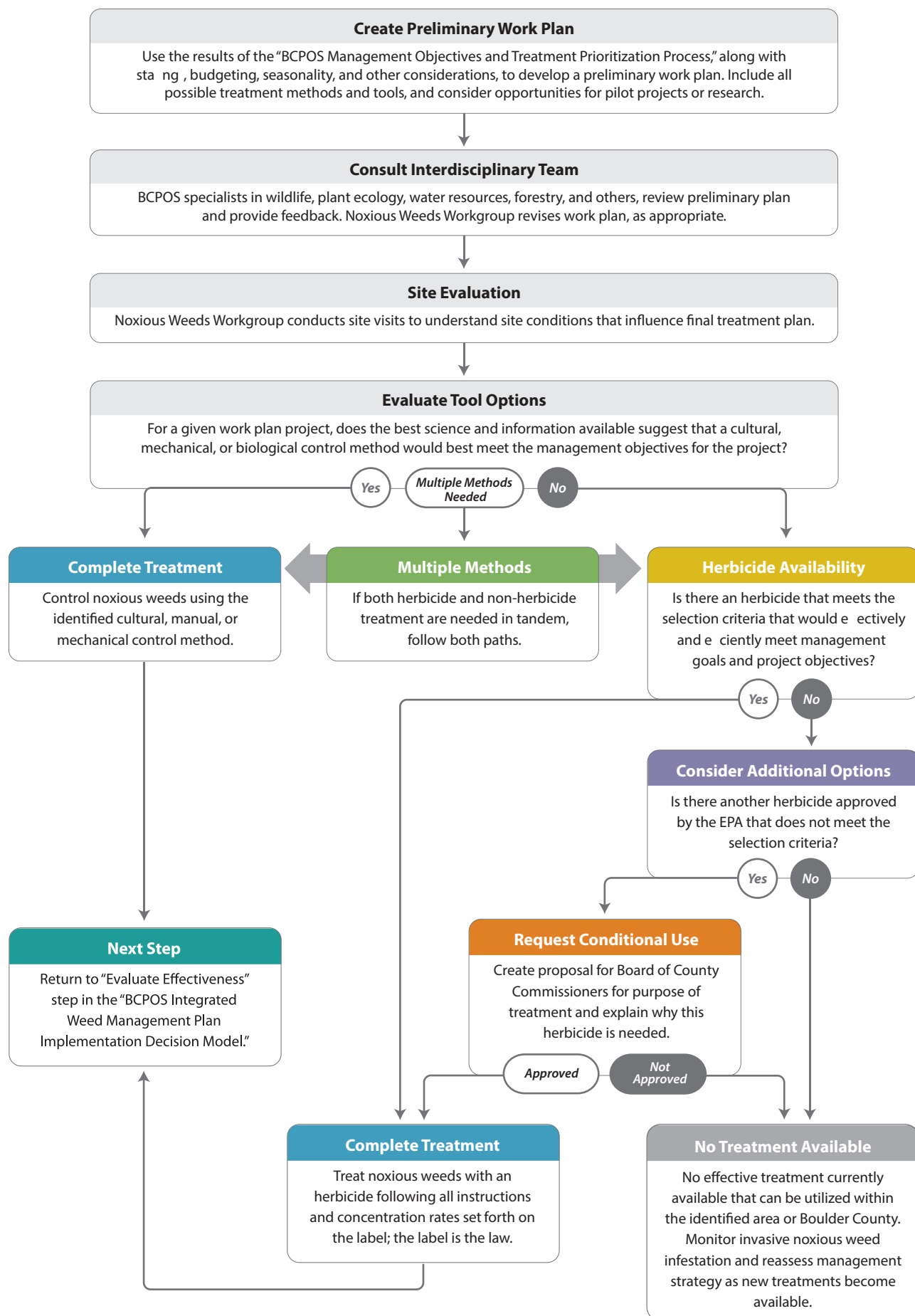
When total vegetation removal is necessary, herbicide is currently the best option, as it targets the entire root structure. However, when the height of the vegetation is the primary concern, mechanical methods are utilized. New mechanical methods, such as steam weeding, will be piloted for trailhead parking areas that require total vegetation control.

4.2.3 Treatment Planning and Method Selections

Although the prioritization of potential treatments is guided by the BCPOS Management Objectives outlined above, additional considerations go into developing overall work plans each year. As illustrated in Figure 4-3, Treatment Plan and Method Selection Process, considerations include factors such as seasonality, budget, staffing, and input from BCPOS staff specialists, including Plant Ecology, Forestry, Wildlife Biology, and Water Resources. In addition, site evaluations, timing, and best management practices inform the selection of treatment tools and methods.

BCPOS utilizes all the tools and methods described in Section 3. Figure 4-3 describes the process for planning and selecting appropriate treatment tools.

Figure 4-3: Treatment Plan and Method Selection Process



4.3 Herbicide Selection and Use

Although most BCPOS Integrated Weed Management actions emphasize mechanical, cultural, and biological treatment tools, BCPOS uses herbicides selectively to achieve the BCPOS Management Objectives. In addition, BCPOS has a goal to decrease the acres of land on which herbicides are applied over time. At the present time, the goal is to decrease the average number of acres upon which herbicide is applied from an average of 1,120 acres in 2021-2023 to 560 acres per year by 2030.

4.3.1 Herbicide Selection Using WHO Guidelines

When herbicides are deemed necessary for use, BCPOS selects herbicides whose actives ingredients have the lowest human health and environmental impacts that will achieve the management objective. To determine which herbicides are approved for use, BCPOS considers only herbicides approved by the United States Environmental Protection Agency (EPA) and registered by the Colorado Department of Agriculture (CDA) for general use. BCPOS then cross-references this list with the most recent World Health Organization’s (WHO) Recommended Classification of Pesticides by Hazard and Guidelines to Classification ([Chemical Safety and Health \(who.int\)](#)). Refer to Appendix D for a detailed description of the selection process using the WHO guidelines.

4.3.2. Approval Process for Special Use Herbicide Under “Early Detection Rapid Response”

If the need arises to deviate from the herbicide selection process outlined above, BCPOS will present a proposal to the Board of County Commissioners, acting as the Local Advisory Board, for approval. The proposal will include an explanation of why the chemical is needed, the hazard associated with the chemical (e.g. the material safety data sheet and product label), the location, extent, and timing of treatment, and an explanation of why none of the approved herbicides and other methods have been effective. Two possible scenarios where this need could arise would be the discovery of a previously unreported noxious weed species in Boulder County where immediate eradication through **Early Detection Rapid Response** (see Fig. 3-1) is the desired course of action or if resistance is detected within a population of noxious weeds that cannot be addressed with any herbicide approved under the herbicide selection process, or other control methods.

4.4 Herbicide Spray Buffers

When spraying herbicide adjacent to property boundaries, BCPOS follows buffer distances depending on application method, location, and herbicide label. Buffers are summarized in the table below based on the application method.

Table 4-1: Herbicide Spray Buffers

Application Method	Distance from Private Property*
Backpack Sprayer	0 feet
UTV	2 feet
Roadside Truck	2 feet
Tractor	5 feet
Drone	25 feet or 660 feet from homes

*For noxious weeds that fall into the buffer zone, mechanical methods or spot application will be utilized.

4.5 Record Keeping Requirements for Use of Herbicides

Boulder County keeps pesticide application records in accordance with C.R.S. 35-10-111. This includes the collection and three-year retention of:

1. Name and address of person for whom application was made.
2. Location where application was made; location of a field should be fully described.
3. Target pest. This means the specific pest for which the application was made.
4. Site.
5. Specific pesticide applied. This shall be accomplished by recording the Environmental Protection Agency (EPA) registration number of the pesticide product.
6. Dilution rate. This is the amount of formulated product or active material per unit of volume of carrier specified as such. In the case of a product applied out of the container without mixing, the entry should be "no dilution."
7. Application rate. This is the total gallons or pounds of the final tank mix applied per unit of area or volume.
8. Carrier, if other than water.
9. Date and time of application.
10. Name and license number of the person who made or supervised the application.
11. Endangered Species Protection Bulletin for the county and month in which the application was made for any pesticide product used, when required by the label. If there is not an active Endangered Species Bulletin use limitation for the county and month in which the application was made, no Endangered Species Protection Bulletin is required to be maintained in the applicator's records.

4.6 Communication and Notification Processes for Herbicide Use

4.6.1 Application Notification on Public Lands and Rights-of-way

When applying herbicides to open public lands or rights-of-way, BCPOS will notify the public via the BCPOS Noxious Weed webpage; [Invasive Plants & Weed Management on Open Space - Boulder County](#).

- Notification of herbicide applications conducted by BCPOS on natural lands or in public rights-of-way will be posted by 8 a.m. the Friday prior to the week of application.
- Additionally, when herbicides are applied on any turf, ornamental, aquatic categories, or along trails, notice of application signs will be posted consistent with C.R.S. 35-10-112.
- Application history is available on the webpage until the end of the calendar year.

4.6.2 Registry of Pesticide-Sensitivity Persons Notification

BCPOS notifies all pesticide-sensitive persons per C.R.S 35-10-112 requirements: applicators shall take reasonable actions to give notice of the date, approximate time, and address or location of the property to be treated for every turf or ornamental pesticide application at least 24 hours prior to the application to any persons whose names are on the published registry and their primary residence, primary place of employment, or principal school abutting the property being treated.

For more information on the Pesticide-Sensitive persons registry, visit [Pesticides | Department of Agriculture \(colorado.gov\)](#).

4.7 Training and Safety

BCPOS adheres to the regulations of C.R.S. 35-10-109, which include:

- Certify all staff employees who may apply pesticides as field technicians.
- Require Certified Operators License for all Noxious Weed Work Group Technicians
- Require Qualified Supervisor Licenses for all Noxious Weed Work Group Specialists
- Require knowledge and understanding of BCPOS Fertilizer, Herbicide and Pesticide Application and Storage Standard Operating Procedure, including completing all outlined required training

BCPOS Noxious Weed Group staff must maintain their Qualified Supervisor License in the following categories:

- Agricultural Weed Control
- Rangeland Pest Control
- Industrial and Right-of-way Weed Control
- Aquatic Pest Control
- Forest Pest Control
- Turf Pest Control



5.0 IWM Plan Review and Update Process

5.1 IWM Plan Review

BCPOS staff, as delegated by the Local Advisory Board, will review this IWM Plan as needed but no less than every three years, as required by the Act. For this review, BCPOS staff will develop any recommended management plan revision for the integrated management of noxious weeds and recommend management criteria for noxious weeds within the area governed by the county.

5.2 Three-Year IWM Implementation Updates

Appendix B, IWMP Implementation on Boulder County Natural Lands, 2023-2027, will be updated every three years for the upcoming three-year period. This update will reflect the experiences and lessons learned through the adaptive management process, including research and monitoring.

5.3 Updating IWM Plan for Additional Noxious Weeds

List A. Future List A noxious weed species which the Commissioner of the Department of Agriculture designates by rule pursuant to the Act shall be automatically incorporated into this IWM Plan without the need for the BOCC to amend the IWM Plan. Similarly, any deletions of species from List A or transfer of species from List A to Lists B or C, which the Commissioner of the Department of Agriculture accomplishes pursuant to the Act, shall be automatically incorporated into this IWM Plan without the need for the BOCC to amend the IWM Plan.

List B. Future List B noxious weed species which the Commissioner of the Department of Agriculture designates by rule pursuant to the Act shall be automatically incorporated into this IWM Plan without the need for the BOCC to amend the IWM Plan. Similarly, any deletions of species from List B or transfer of species from List B to Lists A or C, which the Commissioner of the Department of Agriculture accomplishes pursuant to the Act, shall be automatically incorporated into this IWM Plan without the need for the BOCC to amend the IWM Plan.

List C. Future List C noxious weed species that occur within the county, which the Commissioner of the Department of Agriculture designates by rule pursuant to the Act, shall be automatically incorporated into this IWM Plan without the need for the BOCC to amend the IWM Plan. Similarly, any deletions of species from List C or transfer of species from List C to Lists B or A, which the Commissioner of the Department of Agriculture accomplishes pursuant to the Act, shall be automatically incorporated into this IWM Plan without the need for the BOCC to amend the IWM Plan. Management of List C species is currently recommended but not required by the Commissioner of the Department of Agriculture and is at the discretion of the BOCC; therefore, any future requirements for management of incorporated List C species shall be done by the BOCC through an amendment to this IWM Plan following a public hearing, with 30 days prior notice given to the public.

Local weeds. The BOCC reserves the right to designate local noxious weeds in the future, pursuant to amendment of the IWM Plan, consistent with state law. Any future designation of local noxious weeds shall include the required management objectives and associated management plans, methods, or techniques for all affected landowners.

5.4 Annual Reports

Annually, the BCPOS Noxious Weed Work Group summarizes the work completed pursuant to this IWM Plan on BCPOS natural lands and rights-of-way. This summary can be found in the BCPOS annual reports, [Annual Reports - Boulder County](#). Additionally, the BCPOS Noxious Weed Work Group will provide noxious weed infestation and distribution data to the Colorado Department of Agriculture for any species designated for eradication or any species undergoing a rule change under “Rules.”

Appendix A: Glossary of Terms

The following definitions shall apply to the terms used in this IWMP:

Act: the Colorado Noxious Weed Act, Article 5.5 of Title 35, C.R.S., as amended.

Adjacent: meeting or touching at some point or having nothing of the same kind intervening.

Agricultural Extension Agent: the agent in the Colorado State University Cooperative Extension office who provides weed education to the public and may assist in the development of individual noxious weed management plans.

Alien Plant: a plant species (exotic or invasive) which is not indigenous to the State of Colorado.

Biological Management: the use of an organism to disrupt the growth of noxious weeds.

Board: the Board of County Commissioners of Boulder County (BOCC).

Boulder County Community Planning & Permitting Department (CPP): Formerly called the County Land Use Department, employs the Director of Community Planning & Permitting and is authorized to assist the County Weed Coordinator and other authorized federal, state, and local noxious weed management officials as provided in this Plan.

Chemical Management: the use of herbicides to disrupt the growth of noxious weeds.

Colorado Noxious Weed Act: The Act, as defined above.

Commissioner: The Commissioner of the Colorado Department of Agriculture or the Commissioner's designee.

Compliance Waiver: a written exemption granted by the Commissioner to the county or a landowner that releases the county and/or landowner from certain obligations to eradicate a specific population of List A or List B noxious weed species.

Containment: see "Management Objective," below.

County: The County of Boulder (Boulder County).

County Weed Coordinator: The Weed Coordinator appointed by the Board, through the Director of the Boulder County Parks & Open Space (BCPOS) Department, to conduct the duties and functions of noxious weed management as specified under this IWM Plan.

Cultural Management: those methodologies or management practices conducted to favor the growth of desirable plants over noxious weeds, including but not limited to maintaining an optimum fertility and plant moisture status in the area, planting at optimum density and spatial arrangement in the area, and planting species and eco-types most suited to the area.

Elimination: see "Management Objective," below.

Environmental Impact Quotient (EIQ): Cornell University Herbicide Toxicity Management Tool that rates herbicide toxicity impacts in areas of worker safety, consumer safety and ecological safety.

Eradication: see "Management Objective," below.

Escaping Ornamental Plants: exotic horticultural plant species which invade other lands, becoming an ecological or economic nuisance to the present management goals of those lands.

Exotic: refers to a plant species that is non-native and may generally bring adverse effects to the ecological balance in an ecosystem

Federal Agency: each agency, bureau, or department of the federal government responsible for administering or managing federal land.

Federal Land Manager: the federal agency having jurisdiction over any federal lands affected by the Act.

Infestation: the presence of a large number of invasive plants on a site that causes displacement of native vegetation or negatively impacts native ecosystems or ecological functions.

Infested Acreage: an area of land containing a noxious weed species, defined by the actual perimeter of the infestation delineated by the canopy cover of the plants, and excluding areas not subject to infestation.

Integrated Weed Management (IWM): the planning and implementation of a coordinated program utilizing a variety of methods and tools to manage noxious weeds to achieve specified management objectives (control, suppress, contain, eradicate) and promote desirable plant communities. Such methods may include, but are not limited to, education, preventive measures, good stewardship; and the tools include biological, cultural, mechanical, and chemical controls.

Landowner: any owner of federal, tribal, state, county, municipal, or private land.

List A Noxious Weed Species: rare noxious weed species that are subject to eradication wherever detected statewide to protect neighboring lands and the state as a whole.

List B Noxious Weed Species: noxious weed species with discrete statewide distributions that are subject to eradication, containment, or suppression in portions of the state designated by the Commissioner in order to stop the spread of these species.

List C Noxious Weed Species: widespread and well-established noxious weed species for which the Commissioner recommends but does not require management, although the Board may in its discretion require management.

Local Advisory Board: The Board of County Commissioners of Boulder County (BOCC), or such other entity as the Board may constitute to fulfill the role of the local advisory board under the Act.

Local Noxious Weed: any weed of local importance in the county which has been declared a noxious weed by the Board.

Management: any activity that prevents a plant from establishing, reproducing, or dispersing itself.

Management Objective: the specific, desired result of integrated management efforts, including:

- **Control:** management of the species is recommended but not required by the county or state.
- **Eradication.** Reducing the reproductive success of a noxious weed species or specified noxious weed population in largely un-infested regions to zero and permanently eliminating the species or population within a specified timeframe (the state specifies time frames for all listed weed species). Once all specified weed populations are eliminated or prevented from reproducing, intensive efforts continue until the existing seed bank is exhausted.
- **Elimination.** Removal or destruction of all emerged, growing plants of a population of List A or List B, List C species designated for eradication by the Commissioner of the Department of Agriculture or the Local Advisory Board. It is the first step in achieving eradication and is succeeded by efforts to detect and destroy newly emerged plants arising from seed, reproductive propagule, or remaining root stock for the duration of the seed longevity for the particular species.
- **Containment.** Maintaining an intensively managed buffer zone that separates infested regions, where suppression activities prevail, from largely un-infested regions, where eradication activities prevail.
- **Suppression.** Reducing the vigor of noxious weed populations within an infested region, decreasing the propensity of noxious weed species to spread to surrounding lands, and mitigating the negative effects of noxious weed populations on infested lands. Suppression efforts may employ a wide variety of integrated management techniques.
- **Restoration.** Removal of noxious weed species and reestablishment of desirable plant communities on lands of significant environmental or agricultural value to help restore or maintain said value.

Management Plan: a noxious weed management plan developed by any person, the Commissioner, or the Board, using integrated management techniques, methods, or practices.

Mechanical Management: those methodologies or management practices that physically disrupt plant growth, including but not limited to, tilling, mowing, burning, flooding, mulching, hand-pulling, grazing, and hoeing.

Municipality: a local governing body as set forth in C.R.S. Section 31-1-101(6).

Native Plant: a plant species which is indigenous to the state.

Neighboring: For Boulder County, a neighboring property is any property within a one-half mile radius of the boundary of the subject property.

Noxious Weed: a (alien, exotic or invasive) plant or parts of an alien plant that have been designated by rule as being noxious or have been declared to be a noxious weed by the Board and meets one or more of the following criteria:

- Aggressively invades or is detrimental to economic crops or native plant communities.
- Is poisonous to livestock.
- Is a carrier of detrimental insects, diseases, or parasites.
- Has a direct or indirect detrimental effect on the environmentally sound management of natural or agricultural ecosystems.

Noxious Weed Management: the planning and implementation of an integrated program to manage noxious weed species.

Occupant: see “Person,” below.

Person or Occupant: an individual, partnership, corporation, association, or federal, state, or local government or agency thereof owning, occupying, or controlling any land, easement, or rights-of-way, including but not limited to any city, county, state, or federally owned and controlled highway, drainage or irrigation ditch, spoil bank, borrow pit, gas and oil pipeline, high voltage electrical transmission line, or rights-of-way for a canal or lateral.

Restoration: see “Management Objective,” above.

Population: a group of designated noxious weeds of the same species occupying a particular geographic region and capable of interbreeding.

State: The State of Colorado.

Propagule: a part of a plant (such as a cutting, seed, or spore) that serves to propagate the plant (i.e., causes or allows the plant to reproduce).

State Noxious Weed Advisory Committee: A committee of 15 members appointed by the Commissioner of the Department of Agriculture to make recommendations on the designation of noxious weeds and to carry out related functions as specified in Section 35-5.5-108.7 of the Act.

State Weed Coordinator: a person within the Division of Conservation Services of the State Department of Agriculture whom the Commissioner designates to, among other functions, provide guidance to and coordinate with local government weed managers, such as the County Weed Coordinator, as provided for in Section 5-5.5-117 of the Act.

Suppression: see “Management Objective,” above.

Weed: any plant growing where it is unwanted.

Appendix B: IWMP Implementation on Boulder County Natural Lands, 2024-2027

This Implementation Appendix provides the framework and details for noxious weed treatment planned for implementation by the BCPOS Noxious Weeds Work Group on BCPOS natural lands from 2024 through 2027. The Implementation Appendix is guided by the BCPOS Management Objectives described in section 4. The BCPOS Noxious Weed Work Group will create annual plans to meet the Implementation Goals described below. Annual plans will also indicate locations and planned methods for implementation as described in Figure 4-2 and 4-3. Factors such as new species or infestations, natural disasters, man-made disturbance and broader BCPOS goals and priorities will also inform work planning. Annual reports will be created to track progress.

B-1. Implementation Goals

In addition to and in support of the BCPOS Management Objectives and Treatment Priorities outlined in section 4, BCPOS has defined the following Implementation Goals. These goals have been informed, developed, and refined over the course of the IWMP planning process in 2023 and 2024.

Implementation Goal 1. Reduce herbicide applications by 50% by 2030.

The metric used to measure this goal is annual acres treated. The 3-year average of 1,120 acres treated in 2021-2023 will serve as the baseline. The goal is to reduce the number of acres treated annually to 560 acres by 2030. Note that progress on this goal may not appear incremental or linear given the cheatgrass elimination goal that follows under Goal 2.

Implementation Goal 2. Eliminate about 3,000 acres of cheatgrass infestations within High Biodiversity Areas located along the foothills by 2030.

Conduct targeted drone applications of herbicide within Cheatgrass Management Areas located in High Biodiversity Areas characterized by rugged foothill terrain in the vicinity of Rabbit Mountain, Hall Ranch, Heil Valley Ranch, and Walker Ranch. Refer to section B-4. Biodiversity Preservation Management Area, Protection of High Biodiversity Areas Threatened by Cheatgrass Dominance below for more details.

Implementation Goal 3. Implement a range of pilot projects to evaluate effectiveness of select noxious weed management treatments and their applicability to BCPOS natural lands.

Tools to be piloted are goat browsing, steam weeding, soil amendments, and new volunteer-supported efforts. Refer to section B-2. Pilot Projects below for additional detail.

Implementation Goal 4. Conduct surface water impacts study.

BCPOS will solicit outside expertise to formulate and execute a study to evaluate the impacts of BCPOS' herbicide applications on surface water that will inform adaptive management strategies. Potential BCPOS study sites include Walden Ponds, Pella Ponds, and Western Mobile Lakes 3 and 4.

Implementation Goal 5. Continue supporting integrated weed management research on BCPOS natural lands.

Support funded and non-funded academic and small grant research that will inform BCPOS natural resource management decisions.

Implementation Goal 6. Update reporting methods to increase availability of BCPOS integrated weed management activity data.

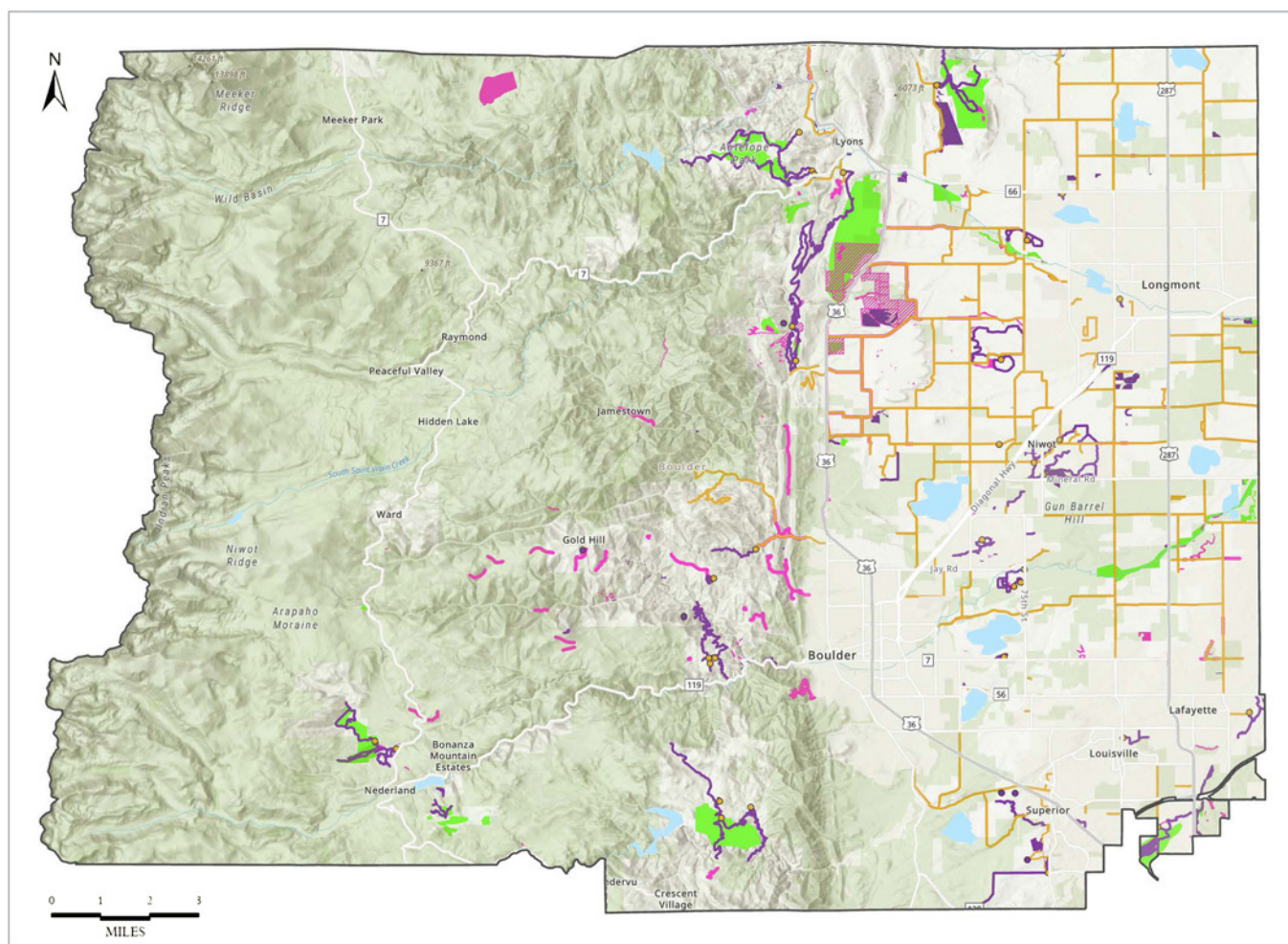
Update reporting methods to increase availability of weed management activity data on the Boulder County web site.

Implementation Goal 7. Implement Integrated Weed Management actions in fulfillment of the BCPOS Management Objectives discussed in Section 4.

Each of the four BCPOS Management Objectives discussed in Section 4 has a corresponding Management Area. Actions planned under each Management Objective are summarized below in Sections B3 through B6. Implementation Map B-1 provides a summary of the Management Areas. Here are the goals for each Management Area:

- Reduce populations of **Eradicate** species within Eradication Management Areas.
- **Preserve Biodiversity** on BCPOS natural lands by conducting and maintaining restoration projects in Biodiversity Protection Management Area.
- **Suppress** designated noxious weed populations in Suppression Management Areas.
- **Protect Roads, Trails, and Other Infrastructure** by managing vegetation to increase public safety and preserve structure integrity.

Implementation Map B-1: Summary of Management Objectives by Area



LEGEND

- Eradication**
- Biodiversity Preservation**
- Suppression**
- Protect Infrastructure**

B-2. Pilot Projects

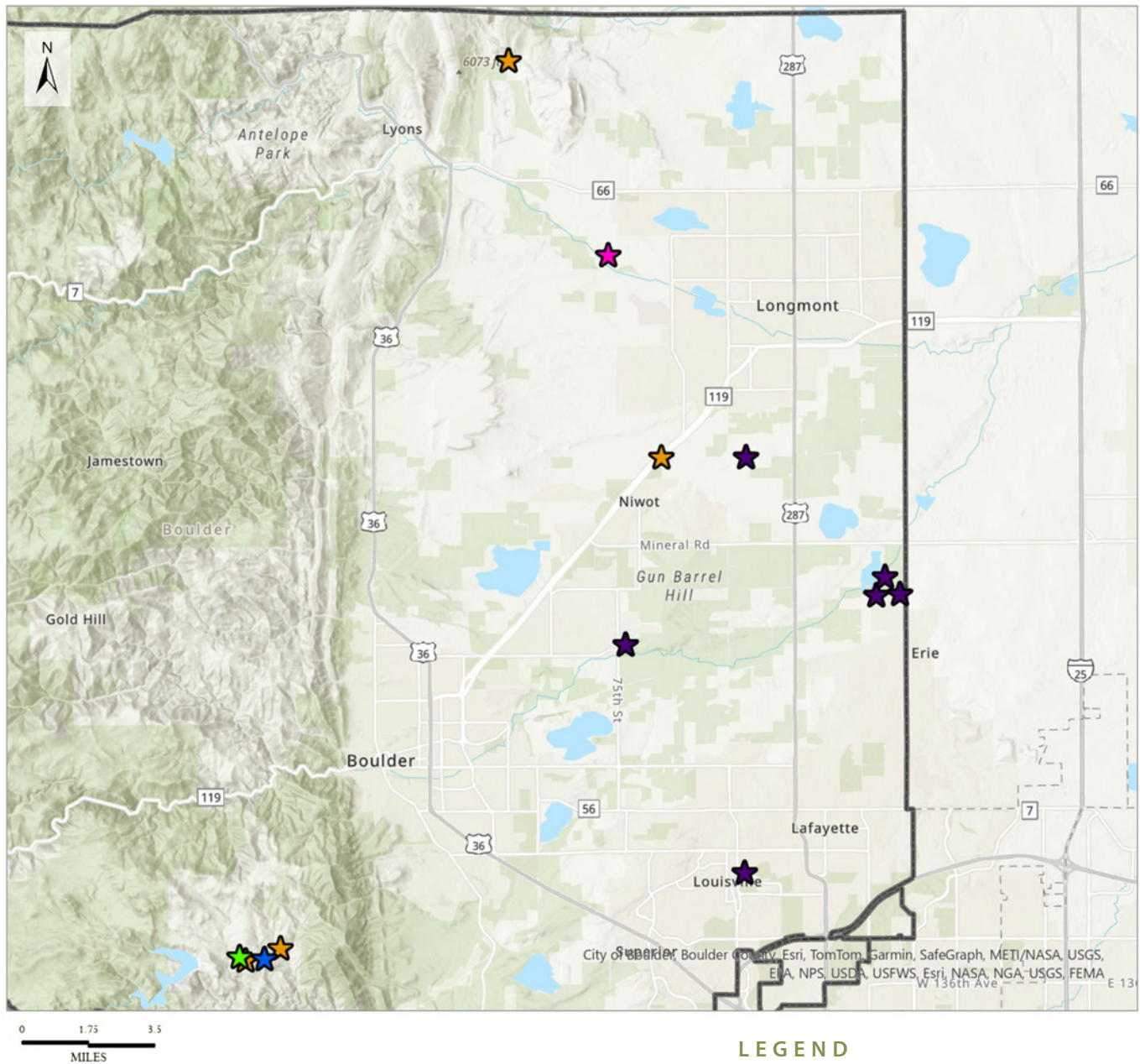
As described in Implementation Goal 3, BCPOS is implementing a range of pilot projects to evaluate effectiveness of select noxious weed management treatments and their applicability to BCPOS natural lands. These four treatment methods were identified during the 2023-2024 public planning process as having potential for application on BCPOS natural lands.

1. **Hand digging List A Species.** In 2023, BCPOS began a pilot project testing mechanical methods for removing Hairy willowherb at Pella Ponds, the location of one of the infestations of this Eradicate species. The pilot project is testing the effectiveness of hand digging Hairy willowherb is a three-year volunteer pilot effort that begin in 2023. One challenge to achieving eradication is that the entire rootstalk must be removed along with any existing rhizomes of the plant in the ground to avoid regrowth from root fragments. Another challenge is that the ground disturbance from digging can create opportunities for other noxious weeds to take hold in the disturbed soil. The pilot project is evaluating strategies for overcoming these challenges
2. **Steam Weeding.** A steam weeding pilot project will be initiated at Ron Stewart Preserve at Rabbit Mountain Trailhead to test effectiveness of this tool for total and targeted vegetation management. If it is determined to be feasible and scalable, second priority locations are the Walker Ranch Loop and Ethel Harrold Trailheads, followed by the LoBo Regional Trail. The extent of the initial pilot project will be dependent on budget, staffing, and availability of contracted services and/or equipment.
3. **Soil Amendment.** Soil amendment for cheatgrass control in a High Biodiversity Area will be trialed at Walker Ranch. Test plots will be monitored and evaluated. If the method is determined to be effective and scalable, expansion to other locations will be evaluated.
4. **Goat browsing.** Goat browsing for suppression of broadleaf noxious weeds will be evaluated for effectiveness and scalability through pilot projects at locations on the following properties: Harney-Lastoka, Keyes, Bailey-Kenosha, and Wildview (Hillcrest Heights). All of these properties fall outside the Bighorn sheep protection area (see section 3.3.3).
5. **Volunteer Projects Expansion.** BCPOS has begun the new “Weed Warriors” volunteer program at Walker Ranch. The program will involve volunteers in controlling invasive weeds manually without using herbicides. Initially, volunteers will work on a one-mile section along the Walker Ranch Loop trail with a 5-year time horizon. At each visit (minimum 3 per year), they will pull invasive weeds, check specific points in their designated area, and fill out a simple form with the data. Training is provided. Volunteers must be at least 16 years old or be accompanied by an adult parent/guardian. More info at <https://bouldercounty.gov/volunteer/opportunities/details/weed-warriors/>.

One-time volunteer opportunities and Youth Corps team projects will continue to be offered.

Map B-2 below indicates the planned locations of these pilot projects.

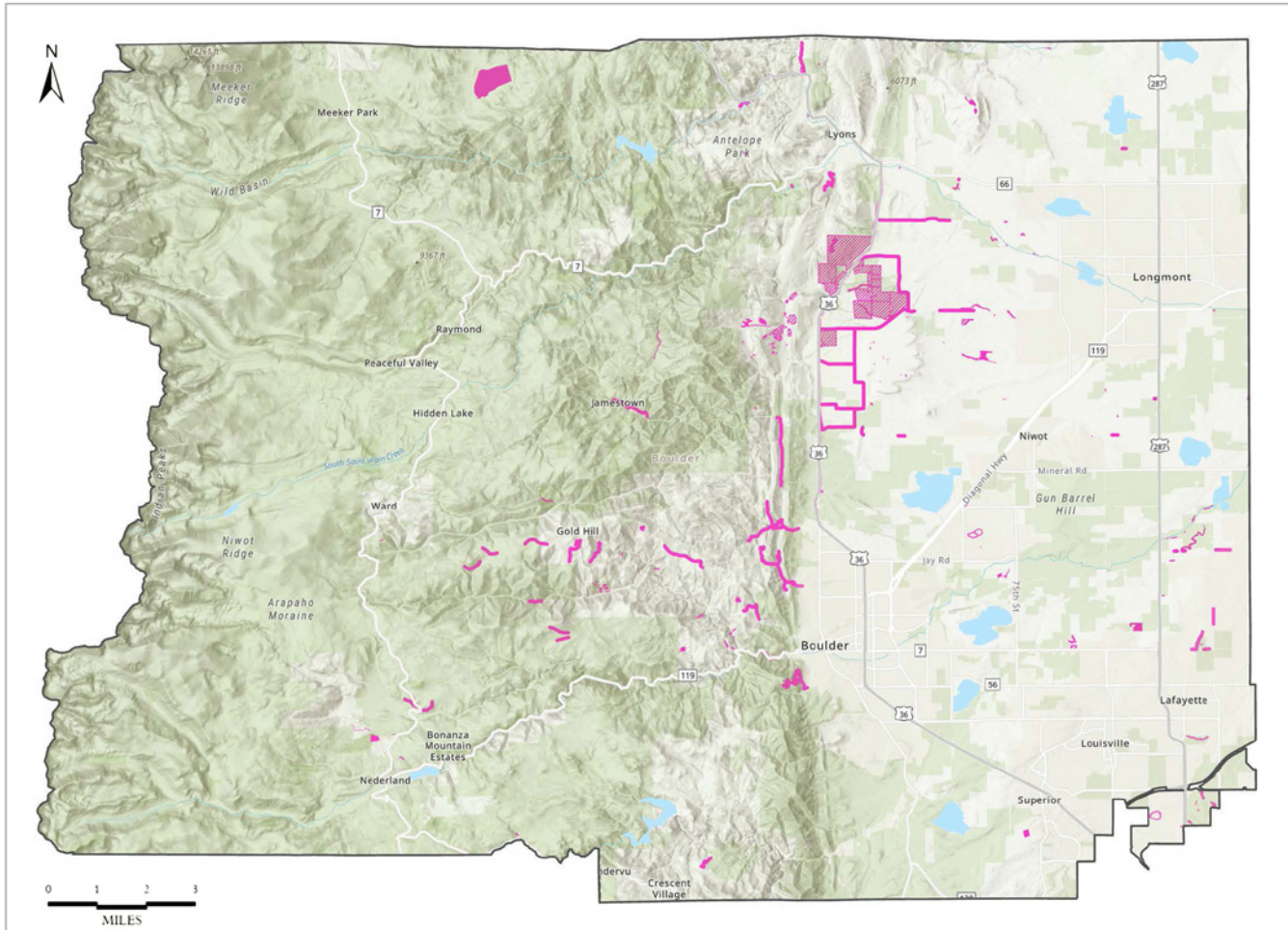
Implementation Map B-2: Potential Locations of Pilot Projects, 2024-2027



B-3. Eradication Management Areas

State law requires BCPOS to prevent propagation and to remove all plants of species designated as eradication species on Lists A and B on BCPOS natural lands. Implementation Map B-3 shows the locations on BCPOS natural lands that BCPOS is actively monitoring and/or treating for eradication. The goal of the treatments is to eradicate their presence by preventing them from becoming established and spreading throughout the county. Eradication treatments are a high priority for the Noxious Weed Work Group.

Implementation Map B-3. Eradication Management Areas



LEGEND

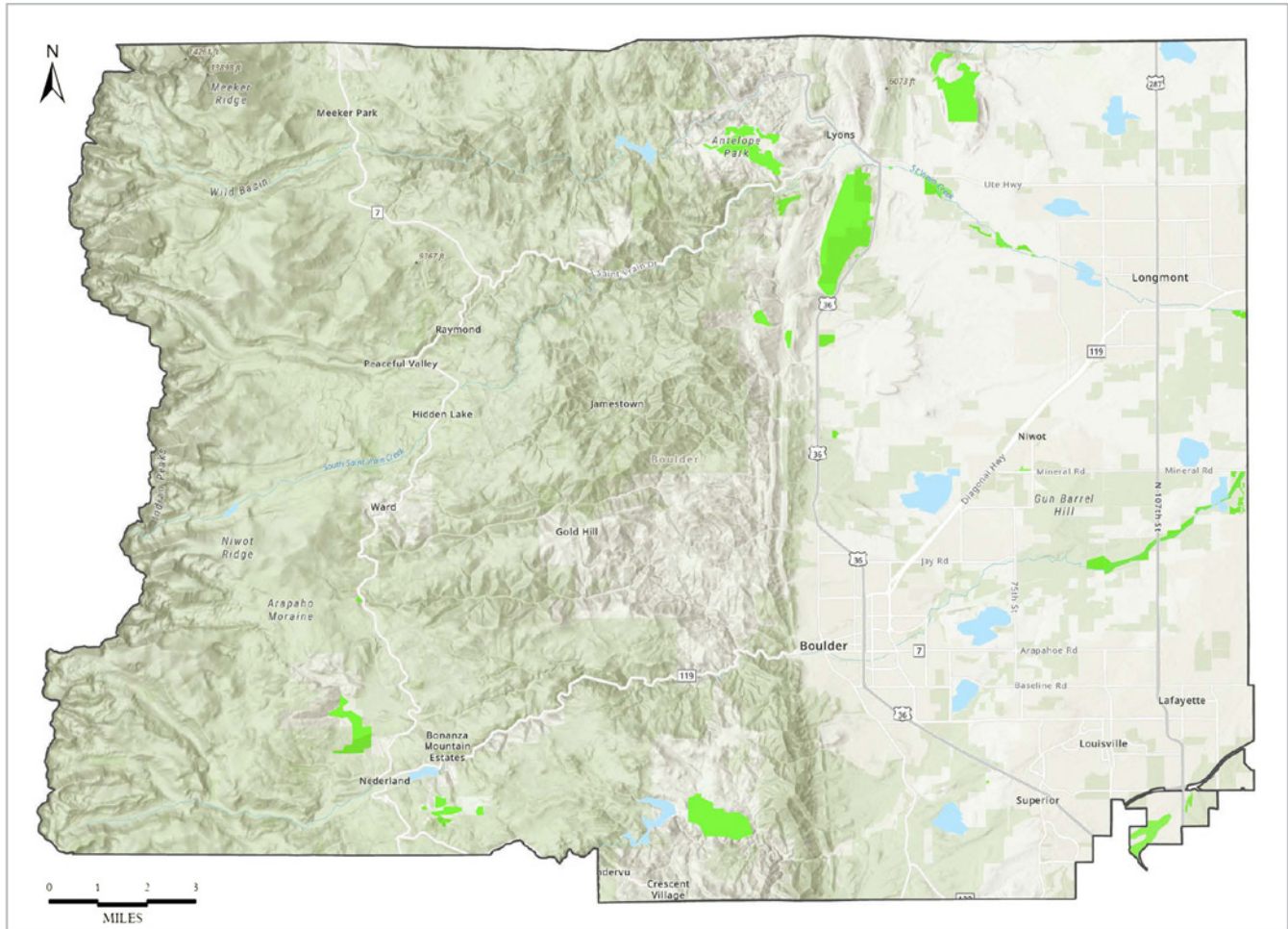
Eradication

The Noxious Weeds Work Group spends extensive time each year scouting, mapping, and treating infestations of these species. The map above indicates locations where this work has occurred in 2023 and is expected to continue in 2024 to 2027. Treatment type and priority is dependent on species, size of infestation, timing, and location. Treatment methods recommended by the State are emphasized. Large-scale collaborative efforts with federal, municipal, surrounding counties and private entities are needed for eradication to be successful. County staff will continue to actively partner in such efforts.

B-4. Biodiversity Preservation Management Areas

BCPOS actively manages natural lands for their natural resource value, primarily to preserve biodiversity that is unique to Boulder County and the Front Range. IWM is an important tool for preserving native species and ecosystem function on these lands under the **Preserve Biodiversity** Management Objective. Implementation Map B-4a, Biodiversity Preservation Management Areas, shows the locations where BCPOS Noxious Weed Work Group is working in support of this objective.

Implementation Map B-4a: Biodiversity Preservation Management Areas



LEGEND

Biodiversity Preservation

The types of project work areas are described below along with their locations. The project work area types include Active Restoration Areas, Restoration Area Maintenance, Wildlife or Plant Improvement Areas, and Protection of High Biodiversity Areas Threatened by Cheatgrass Dominance.

Active Restoration Areas

Active restoration areas typically occur in generally valuable habitat areas such as wetlands, riparian corridors, grasslands, and forests. These projects include reseeding and/or planting. Some sites require removal of all vegetation prior to seeding for the best chance at establishment. This can be accomplished with broadcast herbicide application or tilling of the soil. Due to the disturbance required to restore a site, restoration sites are initially very susceptible to noxious weed invasion. Active management using spot spraying of herbicide and mechanical methods is required to prevent the noxious weeds from outcompeting the new desired vegetation. Cultural methods are also heavily utilized during restoration projects to help limit noxious weed pressure and

allow native vegetation to become established. Many of these projects are implemented collaboratively with multiple work groups and often involve other partners. These areas are a high priority for treatment given the overall investment in the effort and alignment with the department’s overall biodiversity preservation goals.

Current priority efforts will occur at the following locations:

- Archdiocese
- Broomfield North
- Hall Ranch 2
- Keyes
- Monarch
- Mountainview Egg Farm
- Prairie Run
- Rock Creek Farm
- Ruth Roberts
- Swanson
- Walden Ponds Wildlife Habitat
- Wildview (Hillcrest Heights)

Restoration Area Maintenance

After active restoration is completed, maintenance of the revegetated sites is required to ensure long-term establishment of desired native plant communities. The timeline for maintenance is site specific. Tools include spot application of herbicide for dense infestations or perennial species and mechanical methods. Restoration maintenance priority areas are located on the following properties:

- Bush
- Colp
- Indian Mountain
- Hall Ranch
- Heil Valley Ranch
- Bailey-Kenosha Ponds
- Rabbit Mountain
- Trevarton
- Western Mobile
- Prairie Run

Wildlife or Plant Habitat Improvement Areas

For these areas, integrated weed management actions are implemented to enhance the remanent vegetation to better support specific species or ecosystem services. To successfully meet management objectives for these sites, these projects rely on treatments methods that include targeted spot herbicide applications and mechanical methods.

The locations and resource considerations for current priority projects are:

Location	Natural Resource Considerations
Bush Pond	Leopard Frog & Wetland Improvement
Caribou Ranch & Mud Lake	Riparian Corridor, Alpine Meadow, Wood Lily habitat
Prairie Run	Riparian Corridor, Wetland Improvement, Grassland Improvement
Reynolds Ranch	Aspen Regeneration
Rock Creek Drainage & Buffalo Gulch	Preble’s Meadow Jumping Mouse & Riparian Corridor
South St. Vrain Corridor (2 sites)	Preble’s Meadow Jumping Mouse & Riparian Corridor
Williams Merlin	Limber Pine

Protection of High Biodiversity Areas Threatened by Cheatgrass Dominance

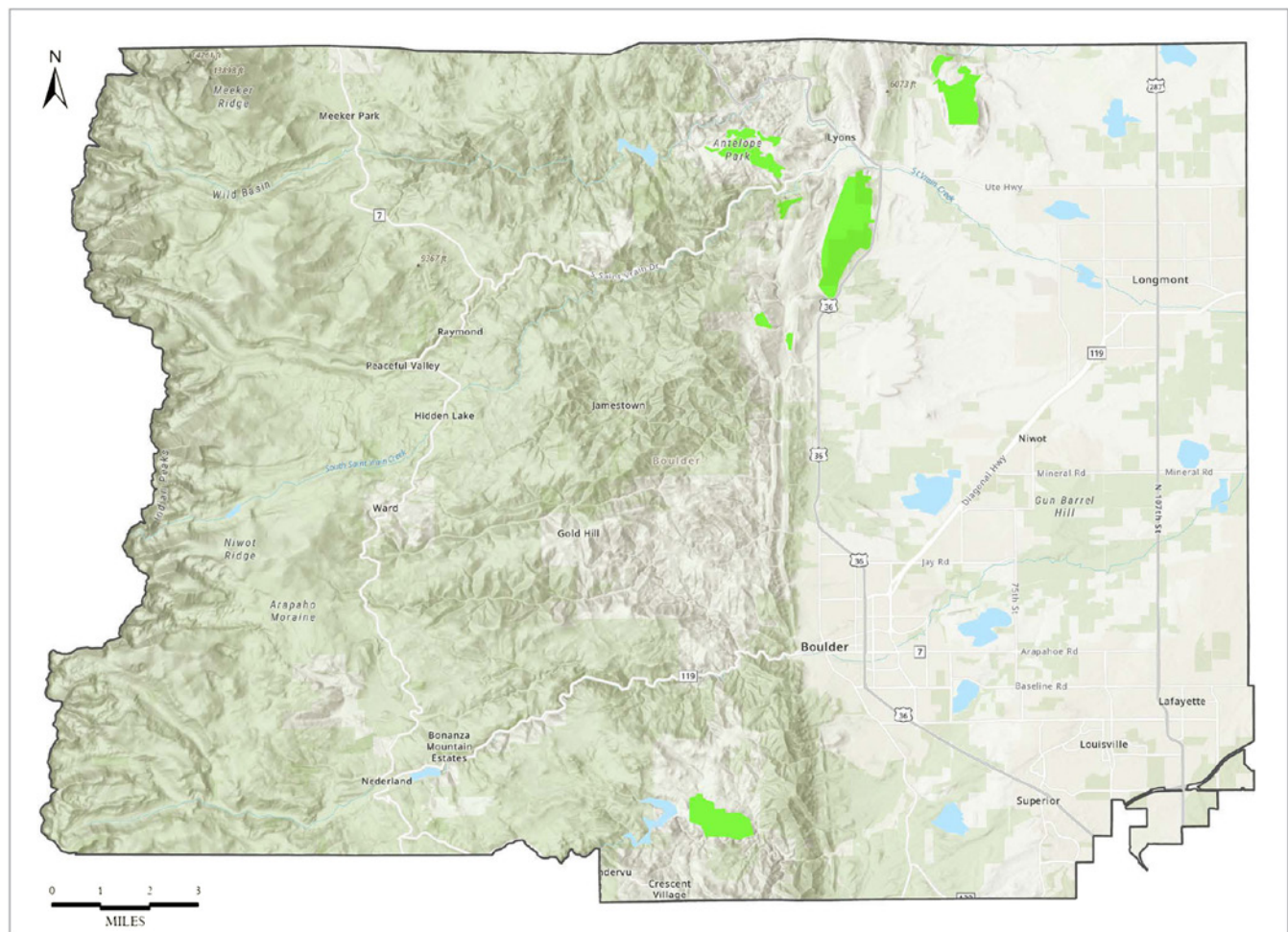
High Biodiversity Areas are designated in the Environmental Resource Element of the Boulder County Comprehensive Plan. These areas have been recognized by the Colorado Natural Heritage Program for outstanding biodiversity on a global scale – meaning their biodiversity is unique and irreplaceable. This biodiversity is threatened in some locations by cheatgrass dominance.

Since 2019, BCPOS has successfully conducted treatments on about 4,300 acres of cheatgrass infestation within High Biodiversity Areas. And now, populations of cheatgrass within those treatment areas have been largely eradicated. Without competition from that cheatgrass, native plant communities in the treatment areas have rebounded from native seed source still present in the soil.

These past treatments have consisted of broadcast herbicide application to infested areas accompanied by ongoing monitoring. Going forward, drone application is planned for foothills areas where access is challenging due to steep and/or rocky terrain. These properties are identified with an asterisk (*) in the list below and identified on Implementation Map B-4b, Drone Application for Biodiversity Preservation. The drone application areas are about 3,000 acres in total. In addition to the drone application areas, a pilot project to study of the effectiveness of using soil amendments as a management tool for cheatgrass infestations is planned for Walker Ranch.

- | | | |
|----------------------|--------------------|--|
| • Etter* | • Lindsay | • Walker Ranch* (also, Soil Amendment Pilot Project) |
| • Hall Ranch 2* | • Mayhoffer | • Wolf Run * |
| • Hall Ranch* | • Rabbit Mountain* | • Zaharias |
| • Heil Valley Ranch* | • Trevarton* | |

Implementation Map B-4b: Drone Application Areas for Biodiversity Preservation



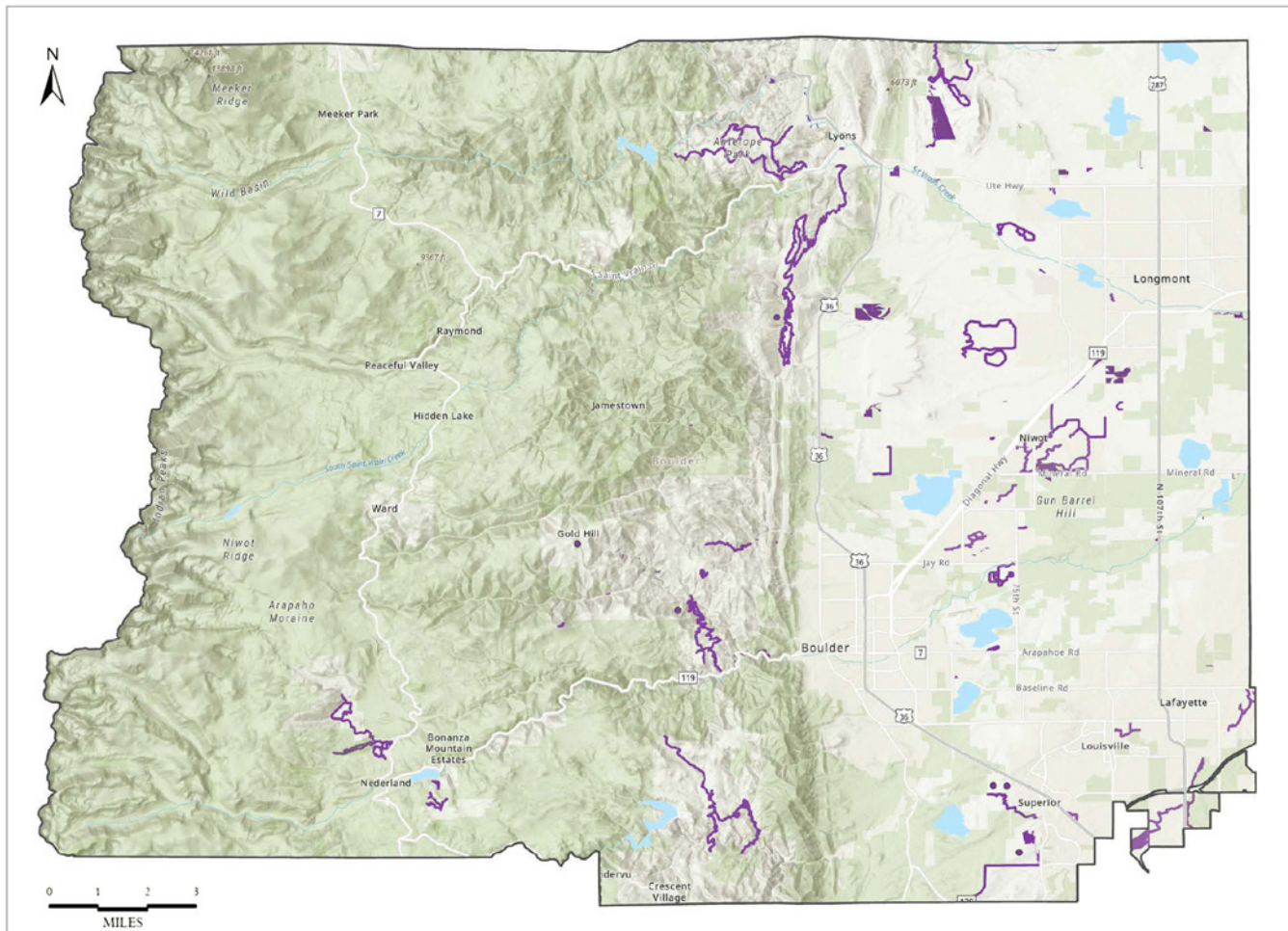
LEGEND

■ Biodiversity Preservation

B-5. Suppression Management Areas

The objective for Suppression Management Area is to reduce plant vigor and propensity to spread. In general, areas with known populations of noxious weeds designated for suppression are evaluated throughout the growing season and prioritized by infestation size, potential to spread and location. Timing is critical to prevent seed production and spread. Additionally, Boulder County operates under a “good neighbor” policy, meaning public requests for weed suppression are prioritized. Implementation Map B-5, Biodiversity Preservation Management Areas shows the locations where BCPOS Noxious Weed Work Group is working in support of this objective.

Implementation Map B-5. Suppression Management Areas



LEGEND

Suppression

County road rights-of-way and BCPOS trail corridors are also prioritized for suppression purposes. The purpose is to reduce the potential for noxious weeds to spread by dispersed seed via vehicles or trail users. Trail locations are shown on Map B-5 above and rights-of-way are shown on Map B-6 in the next section. Planned actions include:

County Road Rights-of-Way suppression treatment approach:

- Mow along all accessible county-maintained roads three times a year. Some canyon roads are mowed once or twice a year and mountain roads are mowed by special request.
- Herbicide applications may occur in areas where noxious weeds are encroaching on agricultural lands or public lands and along State Highways.

Trailheads & Trails suppression treatment approach:

- Evaluate trail corridors during late spring/early summer for noxious weed infestation. Mechanical methods are utilized in the summer to prevent seed set and if populations are dense enough targeted herbicide applications may occur in late Summer to early Fall.
- Continue to implement cultural methods such as signage and boot brush stations to help prevent noxious weed spread along these corridors.

Biological Control is another suppression technique that can reduce plant vigor and potential for spread on certain species. Biological Control is utilized on sites where suppression species have a high density, and when the site is not identified for future restoration due to current feasibility. It is also utilized on suppression species that at their current density are not causing appreciable impacts on biodiversity or ecosystem functions. Since 2015, BCPOS has completed an average of 25 releases per year. BCPOS plans to continue making annual releases at a similar rate. Locations, shown in Map B-5, where bugs are intended to be released for this purpose are:

- Betasso Preserve
- Cohig
- Schmidt Trust
- Bush
- Heil Valley Ranch
- Centennial
- Mayhoffer

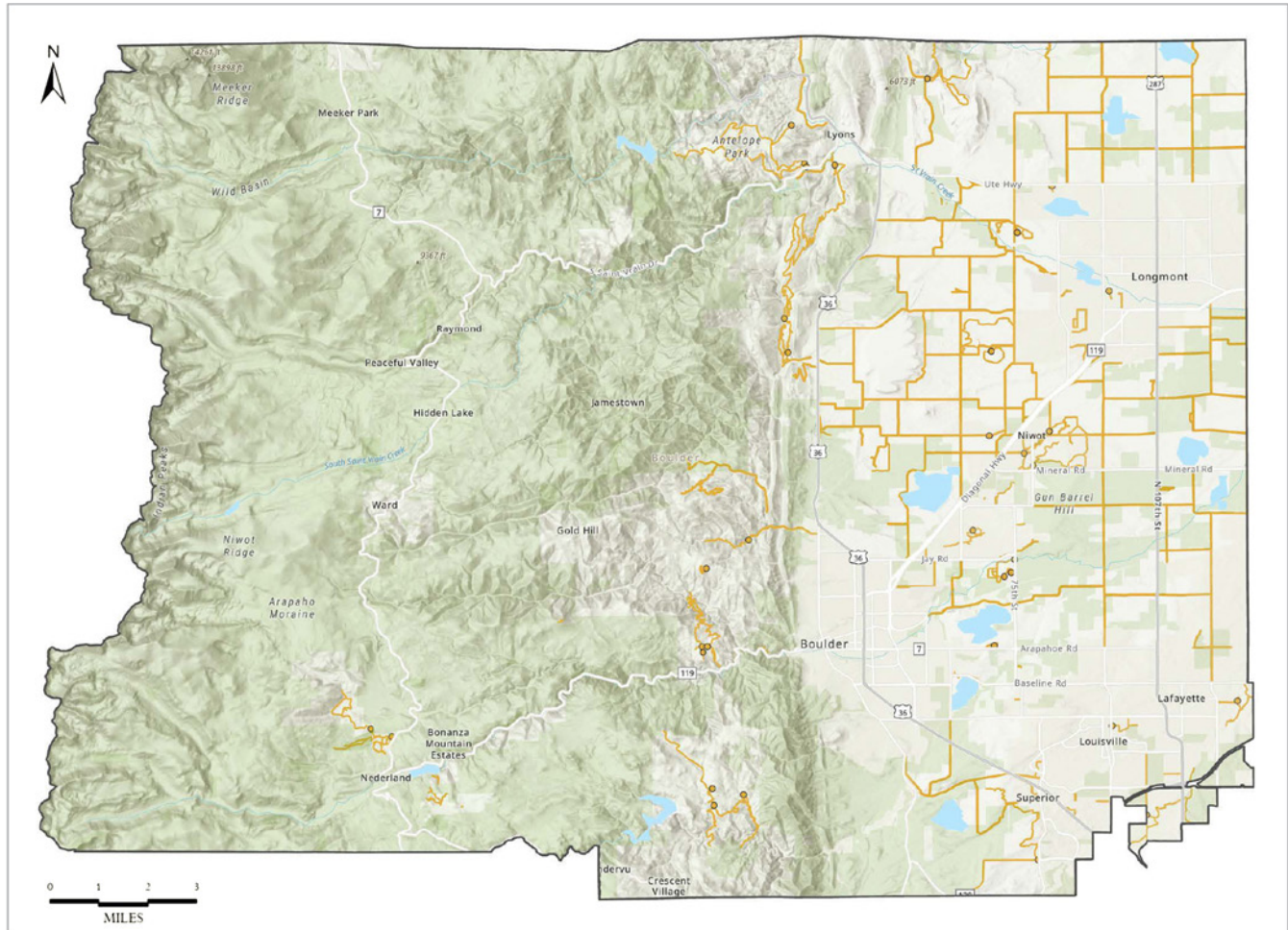
Field mowing and weed whipping is a widely used suppression method. The following properties are known to have infestations that are evaluated and prioritized for treatment year-to-year as shown on Map B-5 Suppression Management Areas.

- Anhawa
- Ansbaugh
- Anthony
- Barnes
- Betasso Preserve
- Bezark-Solod
- Blume-Paranka
- Boland
- Braly
- Brewbaker-Sorensson
- Brown
- Bush
- Canino
- Casey
- Centennial
- Centennial Ranch
- Centrebridge
- Chavez
- Cito
- Clark (David & Joseph)
- Cohig
- Colp
- Coppolecchia
- Country Creek
- Cover
- Cowdry
- Curry-Archuleta
- Cushman
- Dean
- DeSimone
- Doniphan
- Dowe Flats
- Flagg Park
- Forsberg (Bob)
- Frisby
- Gatt
- Girl Scouts 2
- Golden-Fredstrom (CE)
- Grabow
- Hahn
- Hall (Mary)
- Hall Ranch
- Hay
- Heil Valley Ranch
- Hillside Estates
- Hilton
- Hirschfeld
- Hyman-Rice
- Inn at Rock N River
- Kendall
- Keyes
- Laber (Henry)
- Lagerman
- Lamb-Clark
- Legion Park
- Lhatso
- Lutz
- Lyons Foothills Investments
- Mayes
- Mayhoffer
- Mccrosky
- Miller
- Monarch Park
- Morrison
- Mountainview Egg Farm
- Niwot Estates
- Parks And Open Space Facility
- Peck
- Pella Crossing
- Peppertree
- Pitner
- Puma 66
- Rabbit Mountain
- Rademacher
- Ramey
- Rivers-Bozeman
- Rock Creek Farm-Hewit
- Rock Creek Farm-Nelson
- Saylor
- Schima
- Schmidt Trust
- Shortridge (Amy)
- Spychalla
- Stewart
- Suitts
- Telleen
- Thomas
- Walden Ponds Wildlife Habitat
- Western Mobile
- Wheeler
- Wildview (Hillcrest Heights)
- Wilkie
- Willis Heights
- Wilson
- Zaharias

B-6. Protect Roads, Trails, and Other Infrastructure Management Areas

To provide for public safety, BCPOS conducts total vegetation management to maintain sight lines along county roadways, support wildfire suppression, and maintain dam integrity. This work is of the highest priority for the BCPOS Noxious Weeds Work Group each year. BCPOS also conducts vegetation management for infrastructure integrity at trails, trailheads, and historic buildings. While this is a medium priority in work planning, a proactive, rotational approach prevents excessive vegetation build-up from impacting the integrity of infrastructure at known hot spots and limiting treatment methods to mechanical methods such as weed whipping, mowing, or hand work and minimal spot treatments of herbicide when necessary. Implementation Map B-6, Protect Roads, Trails & Other Infrastructure Management Areas shows the locations where BCPOS Noxious Weed Work Group is working in support of this objective.

Implementation Map B-6. Protect Roads, Trails, and Other Infrastructure Management Areas



LEGEND

Protect Infrastructure

The Noxious Weed Work Group seeks to respond quickly to other work group and public requests within this management area to address issues in a timely manner. Oftentimes, this work overlaps with suppression actions, however any safety concern would elevate the priority. Infrastructure managed for this objective include intersections, guardrails, medians, trailheads, trails, historic buildings, dams, and spillways. Locations where mechanical treatments are planned to support fire suppression objectives near residential areas include:

- BCPOS Headquarters
- Johnson Trust
- Coen
- Mayhoffer
- Erin Arsenault
- Valley Investments

B-7. Staffing, Budget, and Other Resources

Staffing and budget are major factors in how BCPOS prioritizes work. When considering “scaling up” integrated weed management efforts by adding new or additional projects to our workplan, commensurate increases in staffing, budget and other resources and equipment are essential to success. This section outlines BCPOS’s current staffing and budget, including internal and external sources of funding that have supported the work of the Noxious Weeds Work Group in recent years. These staffing and funding levels are representative of the budget and staffing needed to implement the plan as described herein. Any significant changes to the implementation plan would require equally significant increases in budget, staffing, and equipment needs.

The BCPOS Noxious Weeds Work Group currently has four full time equivalent (FTE) staff devoted to invasive weed management. An additional nine seasonal staff positions are hired annually. One full-time staff and two seasonal staff have duties devoted to roadside mowing. The remaining three full-time staff and seven seasonal staff have duties focused on invasive weed management. Notably, BCPOS staff in other work groups (i.e., plant ecologists, wildlife biologists, foresters, contracting, planners, resource protection, education and outreach, volunteer coordinators etc.) are also actively involved in interdisciplinary efforts that support BCPOS’s weed management work supporting stewardship of BCPOS natural lands. Efforts vary in size and scope involving planning, implementation, and monitoring.

The BCPOS Noxious Weeds Work Group’s annual operating budget of approximately \$91,000 budget pays for required trainings, equipment, tools, and supplies. From this budget, \$25,000 is set aside yearly for Wildland Restoration Volunteers (WRV) to engage volunteers to complete invasive weeds removals on private lands.

Category	Cost
Personnel: 4 FTEs, 2023	\$460,000
Personnel: 9 Seasonals, 2023	\$380,000
Annual Operating, 2023	\$91,000
BCPOS Capital (average annual) (sales tax)	\$100,000
Grants for Capital Projects (average annual)	\$56,000
TOTAL	\$1,087,000

In addition to personnel and operating budgets, annual capital project funding is available from the Capital and Stewardship Projects budget through BCPOS’ internal department-wide budget prioritization process. This funding typically supports project work performed by contractors. This internal funding is often used as match for grants and partnership contributions. Recently, BCPOS has received grant funding from the Colorado Division of Agriculture, the Rocky Mountain Elk Foundation, and the RESTORE Colorado program through the National Fish and Wildlife Foundation supporting weed management projects on BCPOS natural lands.

The sum of these direct expenses is \$1.087 million per year. This does not include costs budgeted at the departmental or county level such as purchase and maintenance of large equipment (e.g., vehicles, mowers, and rigs), fuel, and general overhead/administrative expenses.

Appendix C: Summary of Weed Management Tool Costs

The estimated cost of a range of integrated weed management tools is provided below. These figures do not account for equipment costs and fuel costs.

Table C-1: Weed Management Tool Costs

Tool Type	Method	Cost/100 Acres - Low(a)	Cost/100 Acres - High(b)	Cost/100 Acres - Average
n/a	Monitoring	\$ 1,406.50	\$ 4,019.50	\$ 2,713.00
Broadcast	Aerial Spraying - Contract	\$ 3,800.00	\$ 11,300.00	\$ 7,550.00
Broadcast	Tractor Spraying	\$ 4,359.37	\$ 15,593.00	\$ 9,976.19
Spot	Backpack Spraying	\$ 4,813.00	\$ 20,152.00	\$ 12,482.50
Broadcast	Field Mowing (c) (3x/yr)	\$ 11,397.60	\$ 19,238.00	\$ 15,317.80
Spot	Weed Whipping (c) (3x/yr)	\$ 8,139.00	\$ 27,736.00	\$ 17,937.50
Spot	Manual (hand pull or dig) (c) (3x/yr)	\$ 12,058.50	\$ 31,656.00	\$ 21,857.25
Broadcast	Goats - Contract (d)	\$ 103,900.00	\$ 128,500.00	\$ 116,200.00

NOTES:

(a) Low-cost influences: less dense infestation, ease of access for equipment (flat, not rocky), and lower cost herbicide

(b) High-cost influences: more dense infestation, difficult access (steep, obstacles, rocky), higher cost herbicide

(c) Will likely require repeat treatments each season

(d) Cost based on: Louisville \$1,039/acre and Lyons \$1,285/acre.

Appendix D: Herbicide Selection Process

Various organizations play a role in regulating safe herbicide use globally. In general, a well-regulated and informed approach to herbicide selection for weed control can offer several advantages:

1. **Safety and Health Considerations:**

- Herbicide classifications can include information on the potential health risks associated with the use of specific chemicals. Following recommended classifications helps reduce the risk of adverse effects on human health.
- Guidelines may provide information on the appropriate protective measures and equipment to minimize exposure during herbicide application.

2. **Environmental Impact:**

- Proper classifications can guide users in selecting herbicides that have lower environmental impact, such as those with reduced persistence in soil or lower toxicity to non-target organisms.
- Guidelines encourage the use of integrated weed management practices, promoting a holistic and sustainable approach to weed control.

3. **Effectiveness and Target Specificity:**

- Classification systems help users choose herbicides that are effective against specific weed species while minimizing harm to desirable plants.
- Information on mode of action and target specificity can aid in developing strategies that prevent the development of herbicide-resistant weeds.

4. **Regulatory Compliance:** Adhering to recommended classifications ensures compliance with national and international regulations governing pesticide use.

5. **Risk Mitigation:**

- Understanding the potential risks associated with different herbicides allows users to make informed decisions and implement risk mitigation measures.
- Guidelines include information on buffer zones, application rates, and other practices to minimize the risk of unintended consequences.

6. **Global Consistency:** International guidelines, if followed, contribute to a consistent and standardized approach to pesticide use, promoting a unified global effort to address weed control challenges.

When herbicides are deemed necessary for use, Boulder County selects herbicides whose active ingredients have the lowest human health and environmental impacts by following both these guidelines:

- Consider only herbicides that are approved by the U.S. Environmental Protection Agency (EPA) and registered by the Colorado Department of Agriculture (CDA) for general use.
- Cross-reference this list with the World Health Organizations (WHO) Recommended Classification of Pesticides by Hazard and Guidelines to Classification ([Chemical Safety and Health \(who.int\)](https://www.who.int/publications-detail/chemical-safety-and-health)).

According to the WHO Guidelines, individual active ingredients are classified in a series of tables from “extremely hazardous” (Table 1) to “unlikely to present hazard” (Table 5). Boulder County approves the use of any herbicide that contains an active ingredient on Table 4 “Slightly Hazardous (Class III) technical grade active ingredients in pesticides,” or Table 5 “Technical grade active ingredients of pesticides unlikely to present acute hazard in normal use.” *The WHO Recommended Classification of Pesticides by Hazard and Guidelines to Classification* can be found at this link: <https://iris.who.int/bitstream/handle/10665/332193/9789240005662-eng.pdf?sequence=1>

The WHO evaluates only single active ingredients but provides a tool to evaluate multiple active ingredients ([Identification of HHPs | Pesticide Registration Toolkit | Food and Agriculture Organization of the United Nations \(fao.org\)](https://www.fao.org/publications/defaultcard/collection/en/collection/13681)). If all the active ingredients in a mixture have been evaluated by the WHO and those are on Table 4 or Table 5, Boulder County staff can utilize the WHO Excel spreadsheet to evaluate mixture.

For any active ingredient that has not been evaluated by the WHO, Boulder County contracts out an evaluation to be done following the WHO guidelines. If the evaluation places the active ingredient on Table 4 or Table 5, it is approved for use.

Boulder County reserves the right to add any new active ingredients without updating the plan if the active ingredients fall under any of the above-mentioned processes.

Additional resources that discuss the human health and environmental impact included on the active ingredient list are:

- Cornell University Environment Impact Quotient (EIQ) – Field Use Rating (FUR) Tool
- US-EPA Databases Related to Pesticide Risk Assessment
- Pesticide Toxicity to Bees, NC Dept. of Agriculture and CS Structural Pest Control and Pesticides Division

Although these sources are not utilized to make the decision on which active ingredients are approved, they provide valuable information and are used within the treatment plan decision-making process.

References

[Databases Related to Pesticide Risk Assessment | US EPA](#)

Environmental Impact Quotient – Field Use Rating, Cornell University

<https://cals.cornell.edu/new-york-state-integrated-pest-management/risk-assessment/eiq/eiq-calculator>

Pesticide Toxicity to Bees “Traffic Light”

The information in this table was compiled by the North Carolina Dept. of Agriculture and Crop Science, Structural Pest Control and Pesticides Division from the North Carolina Agricultural Chemicals Manual (2016); WIN-PST tool referenced in USDA NRCS/Xerces Society Agronomy Technical Note #9; EPA list of RT25 data; and Pacific Northwest Extension Publication 591 How to Reduce Bee Poisoning from Pesticides by Hooven, L., Sagili, R., and Johansen, E.

Appendix E: IWMP Drone Application Policy

Overview

Boulder County staff recommends limited aerial applications on Boulder County Parks & Open Space (BCPOS) natural areas for the control of noxious weeds, primarily cheatgrass. This method is used infrequently but makes it possible to treat inaccessible area, areas with extreme grades, and areas with some of the highest biodiversity. Other application methods may not be safe in these areas and pose risks to the health and safety of employees. The use of drones allows Boulder County to safely meet the needs for application as dictated by the Management Objectives (outlined in Section 4) and Implementation Goals (See Appendix B, IWMP Implementation on BCPOS Natural Lands, 2024-2027) on these sites. Drones are characterized by low flight height (8-12 feet is optimal) and minimal drift (up to 10 feet).

Application Site Selection

The following criteria will be used to identify drone treatment areas:

- Applications will be conducted in areas identified as mostly inaccessible by motorized ground vehicles or areas where it would reduce safety hazards for ground crews; for example, areas with steep grades and rocky terrain.
- Because of low application height (8-12 feet is optimal) and drift potential (5-10 feet), applications will occur no closer than 660 feet from municipality boundaries or residential areas adjacent to BCPOS properties.

Notification of Drone Application

A variety of notifications for drone applications will be employed:

- Notice will be posted on the BCPOS Invasive Weeds webpage by 8 a.m. on the Friday prior to week of application. See www.boco.org/weeds. Members of the public will have the option to sign up for email or text messages; these notifications will post on the Friday prior to the week of application.
- Other notification methods may be used including signage and property closures.

Drone Buffers

BCPOS' recommended drone buffers are outlined below. Recommended buffers are significantly greater than application buffers specified on product labels.

- 25 feet from the BCPOS property boundaries in cases where there are no adjacent residences.
- 1/8 of a mile (660 feet) from municipal boundaries or residential areas adjacent to Boulder County Open Space.
- If application occurs within 1/8 of a mile (660 feet) from a trail, that trail will be closed on the day of application.
- If adjacent landowner requests or agrees to a smaller buffer, it may be considered.
- 25 feet from the transition line of riparian areas into terrestrial areas next to open water.

Drift Mitigation Measures for Drones

Drift mitigation measures are based on best management practices and will include:

- On-site weather monitoring; no treatment when winds exceed herbicide label requirements.
- No treatment when weather forecasts predict chance of rain in next 48 hours.
- BCPOS will monitor drift through use of drift cards wherever drone application is used.