



**MEETING OF THE BOARD OF COUNTY COMMISSIONERS
BOULDER COUNTY
AGENDA**

Tuesday, April 15, 2025, 9:30 a.m.

Tuesday, April 15, 2025, 1:00 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.

Boulder County wants to ensure that everyone has equal access to our programs, activities, and services. To request an Americans with Disability Act (ADA) accommodation, please email ADA@bouldercounty.gov, or call 303-441-1386. Submit your request as early as possible, and no later than two business days before the event.

To view a two-week forecast agenda of the commissioners' schedule, visit the Commissioners' [Advance Agenda](#).

All Commissioners' public hearings and meetings will 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. The commissioners retain the right to switch all hearings and meetings to in-person only instead of hybrid if technical difficulties arise. 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. Morning Session - Business Meeting and Head Start Division Public Meeting
 - [Virtual Attendee Link for Commissioners' April 15 Morning Session](#)
 - Call-in information: 1-833-568-8864, Webinar ID: 161 200 1233
3. Business Meeting
4. Commissioners' Consent Items

4.a	<u>Community Services - One-Stop Operator Memorandum of Understanding with Community Educational Outreach 2025-2026</u>	5
	Pursuant to the Workforce Innovation and Opportunity Act, the Boulder County Workforce Development Board is required to develop and enter into a Memorandum of Understanding with service delivery partners required by the Workforce Innovation and Opportunity Act. Community Educational Outreach is a required Workforce Innovation and Opportunity Act partner. These are federally required documents for Workforce Boulder County to remain compliant with funding. Memorandum of Understandings are renewed every three years, this will be from January 1, 2025- June 30, 2026 to align with all other Workforce Boulder County mandated Memorandum of Understandings and timelines.	
	• Staff Contact(s): Meca Delgado, Community Services	
4.b	<u>Community Services - Worthy Cause Funding Agreement with Wild Bear Nature Center, \$150,000</u>	28
	The County has awarded Wild Bear Nature Center with \$150,000 in Worthy Cause Funds for construction of the expanded childcare facility within the new nature center that will serve as an educational learning hub.	
	• Staff Contact(s): Carlene Okiyama, Community Services	
4.c	<u>County Attorney's Office - Resolution 2025-015 (LU-25-0001/SPR-25-0009: van der Mersch Earthwork and Residence)</u>	79
	Resolution 2025-015, conditionally approving Boulder County Community Planning & Permitting Docket LU-25-0001/SPR-25-0009: van der Mersch Earthwork and Residence.	
4.d	<u>Office of County Administrator - Abatement Stipulation Refunds Over \$10,000 April 2025</u>	
	Petitions for abatement or refund of taxes settled by the Assessor's Office where refunds are over \$10,000.	
	• Staff Contact(s): Julie Brow, County Administrator's Office	
4.e	<u>Sheriff's Office - RFP-058-24 Subscriber Radio Replacement for the Boulder County Sheriff's Office Award Recommendation (\$3,500,000)</u>	87
	The evaluation committee recommends awarding RFP-058-24, Subscriber Radio Replacement for the Boulder County Sheriff's Office, to Motorola Solutions, Inc., based on the evaluation criteria presented in the RFP.	
	• Staff Contact(s): Brian Zierlein, Sheriff's Office	
5.	Commissioners' Discussion Items	
5.a	<u>Clerk and Recorder's Office - 0.5 FTE Reclassification Request</u>	91
	The Clerk and Recorder's Office requests approval to reclassify an existing hourly position to a part-time FTE with benefits. This position has been critical for over a decade, managing Special District elections and handling complex,	

specialized functions such as legislative research, the petition process, and record retention standards. Given the high level of responsibility, decision-making, and legal knowledge required—particularly in matters concerning election integrity and compliance—the position aligns more appropriately with the JT1 Project Specialist classification. No additional funds are requested. The department can absorb the cost by transferring existing hourly dollars to FTE funding. Funding for this reclassification is sustainable through 2027. Significant increases in election cost reimbursements—\$470,000 more in 2024 compared to 2020—and over \$1.2 million in successfully obtained grant funds since 2020 support the department’s fiscal capacity to manage this change.

- **Action Requested:** Decision
- **Presenter(s):** Molly Fitzpatrick, Clerk & Recorder's Office (In Person)

6. Authorization for Executive Session

Authorization for the Board of County Commissioners to go into Executive Session for Legal Advice on Wednesday, April 16th, 2025 at 1:00 p.m. with Ben Pearlman, County Attorney, pursuant to C.R.S. 24-6-402(4)(b), legal issues, regarding the following topics: 1) Boulder County et al., v. Colorado Department of Labor and Employment, et al., Denver District Court Case No. 2025 CV 030723, and 2) Rocky Mountain Gun Owners v. Town of Superior, et al., Federal District Court Case No. 22 CV 06280.

- **Action Requested:** Decision

7. Scheduling & Communications

7.a Boulder County’s 2025 National Volunteer Week Proclamation

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In recognition of National Volunteer Appreciation Month, Boulder County acknowledges the vital role that volunteers play in enhancing public services and strengthening community engagement. In 2024, Boulder County volunteers dedicated over 100,000 hours of service, contributing their time, talents, and expertise across a wide range of programs. Their efforts helped address service gaps, foster inclusion, and ensure high-quality support for residents throughout the county. A resolution is proposed to declare the week of April 20–26, 2025 as National Volunteer Week in Boulder County.

- **Action Requested:** Read for the Record
- **Presenter(s):** Kristen Lewis, Community Services (Virtual)

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

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Community Services Department: Monthly report from the Head Start division.

- **Action Requested:** None - Information Only
- **Presenter(s):** Akane Ogren, Community Services (In Person); Jana Petersen, Office of the County Administrator (In Person)

9. 1:00 p.m. Afternoon Session - Public Hearings on Jocas & Peek Garage and Text Amendments to the Land Use Code related to Mobile Farm Stands

- Virtual Attendee Link for Commissioners' April 15 Afternoon Session
- Call-in information: 1-833-568-8864, Webinar ID: 160 116 2293
- Registration Required
- In-Person Comment Registration for Commissioners' April 15 Afternoon Session

9.a Public Hearing on Community Planning & Permitting Docket SPR-24-0098: Jocas & Peek Garage

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Call-up of Director's Determination of SPR-24-0098 for Site Plan Review for the conversion of an existing 286-square-foot carport to a detached garage for a total of 4,459 square feet of residential floor area where the PSM is 4,182 square feet. The application was submitted by Lori Anne Peek and Povilas Adomas Jocas (applicants/property owners) and Danielle Lynn C/O enContext Architecture LLC (agent). The subject property is in the Rural Residential (RR) zoning district at 2566 Crestridge Court, Section 24, Township 2N, Range 71W.

There will be opportunities for live virtual and in-person public comment, and written comments can be emailed to planner@bouldercounty.gov. Information regarding how to participate will be available on the Jocas & Peek Garage docket webpage.

- **Action Requested:** Decision
- **Presenter(s):** Jessi Lammers, Community Planning & Permitting (In Person); Paul Jocas, Owner (In Person), Danielle Lynn, Agent (Virtual)

9.b Public Hearing on Community Planning & Permitting Docket DC-25-0001: Text Amendments to the Land Use Code related to Mobile Farm Stands

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Text Amendments to the Land Use Code Article 4 and Article 18, intended to add a Mobile Farm Stand option to support agricultural producers direct to consumer sales and any other changes to the Code necessary to integrate these changes.

There will be opportunities for live virtual and in-person public comment, and written comments can be emailed to planner@bouldercounty.gov. Information regarding how to participate will be available on the Text Amendments to the Land Use Code related to Mobile Farm Stands docket webpage.

- **Action Requested:** Decision
- **Presenter(s):** Jack Sheehan, Community Planning & Permitting (In Person); Sabrina Torres, Community Planning & Permitting (In Person)

NON-PROCUREMENT DOCUMENTS ONLY
ROUTE THROUGH DOCUSIGN – NOT ORACLE

ROUTING COVER SHEET

Document Details	
Document Type	Other
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Services
Division/Program	Workforce Boulder County
Mailing Address	515 Coffman St.
Contract Contact – <i>Name, email</i>	Erin Jones epjones@bouldercounty.org
One Stop Contact – <i>Name, email</i>	Meca Delgado, mdelgado@bouldercounty.org
Other Party Contact Information	
Name	Community Educational Outreach
Mailing Address	1770 21 st St. Boulder, CO 80302
Contact 1 – <i>Name, title, email</i>	Lori Cuno, cunol@ceocolorado.org
Contact 2 – <i>Name, title, email</i>	
Term	
Start Date	January 1, 2025
Expiration Date	June 30, 2026
Brief Description of Work/Services Provided	
Workforce Innovation and Opportunity Act (WIOA), the Boulder County Workforce Development Board is required to develop and enter into a MOU with service delivery partners required by the WIOA.	
Revenue Contract/Lease Details	
Amount	N/A
Fixed Price or Not-to-Exceed?	Choose an item.
Grant Details	
Award # (if any)	N/A
Signature Deadline	N/A
Project/Program Name	N/A
Project/Program Start Date	N/A
Project/Program End Date	N/A
Capital or Operating?	N/A
Grant Funding	
Amount: Federal Funds	N/A
Amount: State Funds	N/A
Amount: Other (specify)	N/A
Amount: Match (dollars)	N/A
Amount: Match (in-kind)	N/A
Total Project Budget	N/A
Account String	N/A
Federally Funded Grants	
Federal Program Name	N/A
CFDA #	N/A
Subrecipients	
Name(s)	N/A

NON-PROCUREMENT DOCUMENTS ONLY
ROUTE THROUGH DOCUSIGN – NOT ORACLE

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

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

_____ **Paralegal** [ONLY FOR: Revenue Contracts]

Use email: CAParalegalsDTC@bouldercounty.org

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

Use email: ca@bouldercounty.org

_____ **Risk Management** [ONLY FOR: Leases]

Use email: mtusinski@bouldercounty.org

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

Use email: grants@bouldercounty.gov

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

Boulder County Workforce Development Board

MEMORANDUM OF UNDERSTANDING FOR SERVICE DELIVERY AGREEMENTS

Between

Boulder County Workforce Development Board

And

Community Educational Outreach

PURSUANT TO THE

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

PARTIES AND PURPOSE

This Memorandum of Understanding ('MOU') is made by and between the Boulder County Workforce Development Board and Community Educational Outreach (together the 'Parties').

Pursuant to the Workforce Innovation and Opportunity Act (WIOA), the Boulder County Workforce Development Board is required to develop and enter into a MOU with service delivery partners required by the WIOA.

The Boulder County Workforce Board has designated Workforce Boulder County (WfBC) as the one-stop center for the federally designated local area of Boulder County.

WHEREAS, WIOA Section 121(c) requires that each Local Workforce Development Board ('LWDB'), with the agreement of the Chief Elected Official ('CEO'), shall develop and enter into an MOU (between the LWDB and the one-stop partners), consistent with Section 121(c)(2), concerning the operation of the one-stop delivery system in each local area.

WHEREAS, WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area ('Partners') to enter into an MOU with the LWDB relating to the operation of the one-stop system, pursuant to WIOA Section 121 (c).

WHEREAS, WIOA Section 121(b)(1) identifies the required programs or activities, and requires that each entity that carries out a program or activities ('Partners') in Boulder County shall: (a) provide access through the one-stop delivery system to such program or activities carried out by the Partner, including making the career services described in WIOA section 134(c)(2) that are applicable to the program or activities available at the one-stop centers (in addition to any other appropriate locations); (a) use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers in accordance with WIOA Sec. 121(h); (c) enter into a MOU with the LWDB, relating to the operation of the one-stop system, that meets the requirements of WIOA Sec. 121(c); (d) participate in the operation of the one-stop system consistent with the terms of this MOU, the requirements of this title, and the requirements of the Federal laws authorizing the program or activities; and (e) provide representation on the State board to the extent provided under WIOA Sec. 101.

WHEREAS, WIOA Section 121(b)(2) prescribes how other entities that carry out programs other than those required under WIOA Section 121(b)(1)(B) may be one-stop partners for the local area of Boulder County as additional Partners and provide the services available under their programs through the Workforce Boulder County one-stop delivery system.

WHEREAS, WIOA Section 121(b)(2)(A) provides that both required and additional partners are Partners for the local area. Therefore, all entities that participate in the Boulder County service delivery system as Partners, whether required or additional, must be Parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and local rules, plans, and policies as applicable to

the Partner and authorized under the Partner's relevant legislation and in keeping with federal guidelines.

WHEREAS, WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each Partner's authorizing legislation continue to apply under the local area of Boulder County and that participation in the operation of the Workforce Boulder County one-stop delivery system is in addition to the requirements of WIOA and other requirements applicable to each Partner under each authorizing law.

NOW THEREFORE, this MOU identifies (1) the duration of the MOU as well as the procedures for amending it during the term or period covered by the MOU, (2) the specific services provided by the Partner, (3) the procedures used to refer individuals between the Partners for the provision of appropriate services and activities, and (4) the method by which the cost of these services will be allocated and shared, if applicable.

I. TERM

The Parties' performance under this MOU shall commence on the later of (a) **January 1, 2025**, or (b) the date this MOU becomes fully executed (the 'Effective Date'). This MOU shall remain in effect until **June 30, 2026**, unless previously terminated or updated by one of the Parties pursuant to the terms of this MOU.

II. SCOPE

This MOU is entered into by and between the Parties for the delivery of services within the one-stop system, including the coordination of service delivery and the referral of customers, for the Boulder County area. No cash payments shall be made under this MOU. WIOA §121(b) identifies both the required and the optional programs and activities that may be carried out by Partners in the Boulder County area.

A. One-Stop Partner Services: Exhibit A hereto sets forth the specific services that the Parties will provide in the Local Area in which the Partners operate. Exhibit A is attached hereto and incorporated herein by reference as if fully set forth herein. Beginning on the Effective Date and continuing throughout the term of this MOU, the Parties agree to work collaboratively to carry out the provisions of WIOA and this MOU and to provide the services set forth in its signed Exhibit A. Each Party agrees (1) to promptly notify the other Parties if, for any reason, the Party fails to provide or is unable to provide the services set forth in its signed Exhibit A and (2) to amend its Exhibit A in accordance with this MOU if, for any reason, Exhibit A no longer accurately or completely describes the services provided by the Parties.

B. Cost Sharing

(1) Negotiation of the Infrastructure Funding Agreement ('IFA')

The Colorado Workforce Development Council ('CWDC'), with the authority of the Governor, provides that (a) each Partner that operates in the Local Area is required to begin contributing its Proportionate Share of the Total Costs of operating each comprehensive and affiliate one-stop center in the Local Area ('One-Stop Delivery System Budget'); (b) the cost sharing methodology must be decided by consensus agreement among the LWDB, the CEO, and all the Parties; (c) if any Party fails to agree to a IFA that meets the requirements set forth by the CWDC the State will implement the State Funding Mechanism to determine each Partner's Contribution.

The Parties agree to participate in good faith in the negotiation of an IFA that meets all requirements set forth by the CWDC. At a minimum, the IFA should (a) specify the effective time period, which may be different from that of the duration of the MOU; (b) identify the Infrastructure Costs, Shared Costs and Total Costs; (c) identify the formula used to calculate Proportionate Share; (d) identify the CEO, the LWDB, and the Parties participating in the IFA; and (e) establish a process by which the Parties will reconcile the Total Costs, the Proportionate

Share and the Partner Contribution at least once per quarter throughout the term of the IFA. Upon agreement, any IFAs for the local area shall be incorporated as legally binding components of this MOU as if fully set forth herein, and shall be attached hereto and incorporated herein as Exhibit B.

The Parties agree that (a) the Infrastructure Costs, Shared Costs and Total Costs will be calculated using actual cost data, where possible, or reasonable cost estimates, where actual data is not available; (b) the cost data or estimates underlying the calculation of the Infrastructure Costs, Shared Costs and Total Costs will be disclosed to the Partners; (c) the methodology for calculating each Partner's Proportionate Share of the Total Costs will be determined through a reasonable cost allocation methodology that assigns costs to Partners in proportion to relative benefits received; (d) the Parties will negotiate in good faith to identify the methodology as well as the formula by which each Partner will make the Partner Contribution and to establish a process by which the Parties will reconcile the Total Costs, the Proportionate Share and the Partner Contribution at least once per quarter throughout the term of the IFA; and (e) in negotiating the IFA, the Parties will comply with both the letter and the spirit of the WIOA law, regulations, Office of Management and Budget Circulars, and CWDC-issued policy guidance.

2. Abide by State Funding Mechanism, if Implemented, Subject to the Appeals Process
If the Parties fail to agree to an IFA that meets the requirements of the CWDC the State will implement the State Funding Mechanism to determine each Partner's Contribution.

As applicable, (a) the Parties agree to abide by the terms of the State Funding Mechanism, if implemented, subject to the appeals process set forth by the CWDC; and (b) the Partners who are not subject to the State Funding Mechanism agree that, if the State Funding Mechanism is implemented, such Partner will continue in good faith to negotiate an IFA that meets the requirements of the CWDC.

III. PROVISIONS

A. Termination of MOU

- (1) Any Party wishing to terminate this MOU must provide written notice pursuant to Section IV.M. stating its intent to terminate to the other Parties at least thirty (30) days prior to the effective date of termination of the MOU. All rights and obligations of the Parties under this MOU shall cease on the effective date of such termination, with the sole exception of any liabilities which the Parties may have incurred and the Parties' confidentiality obligations under Paragraph IV.B.
 - (a) Per WIOA Section 121, any Partner that terminates its role as a Party to this MOU is no longer eligible to participate as a Partner with the Local Workforce system and will not be permitted to serve on the LWDB as a Partner representative.
 - (b) A Partner of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required Partner under WIOA Section 121(b)(1) must send written notice of the change in status pursuant to Section IV.M. to all the Parties as soon as possible. In such an event, a formal amendment to this MOU per Paragraph B of this Article will be required. The entity may continue as an additional Partner if mutually agreed to by the LWDB, CEO, and the remaining Partners.

B. Modifications and Amendments

- (1) Except as specifically provided in this MOU, modifications of this MOU shall not be effective

unless agreed to in writing by the Parties in an amendment to this MOU, properly executed and approved in accordance with applicable state and local laws, rules, and policies.

- (2) In accordance with 20 CFR 678.500(d) the Parties agree to review the terms of this MOU not less than every three (3) years following the Effective Date to reflect any changes in the delivery of services, signatory official of the Parties, or one-stop infrastructure funding. Each Party to this agreement shall inform the other of any such changes until such time the agreement is modified in accordance with Section III.B(1) above. Should the need arise, the Parties may review the MOU on a more frequent basis and if substantial changes have occurred, amend the MOU to ensure appropriate funding and delivery of services. *The Workforce Boulder County OneStop Operator shall initiate and oversee periodic review(s).*
- (3) The Parties may modify an exhibit attached to this MOU without written amendment to the MOU; provided, however, that no such modification to an exhibit shall result in or be binding on the Parties if the modification requires an increase to a Party's total amount of cost sharing costs as set forth in Exhibit B. Any modification to an exhibit agreed to by the parties that requires an increase in a Party's total amount of cost sharing costs shall be evidenced by a written amendment to this MOU prepared and executed by both parties in accordance with Section III.B.(1) above.

The parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing the contract control numbers, if any, for this MOU. A proposed modification to an exhibit will be effective only when it has been approved in writing by the authorized representatives of the Parties, if applicable approved as to form by each Party's legal counsel. Each modified Exhibit shall contain the date upon which the modified exhibit shall take effect.

C. Appropriations/Funding.

(1) WIOA Sec. 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the Workforce Boulder County One-Stop service delivery system must be described in this MOU. Under WIOA, each Partner that carries out a program or activities in a Local Area One-Stop Center or otherwise in the Local Area must use a portion of its funds available for such programs and activities, to operate and maintain the Local Area One-Stop delivery system, including proportional payment of the Infrastructure Costs, Additional Costs, and Total Costs of the Local Area One-Stop Centers (20 CFR § 678.700). All cost sharing agreements set forth in Exhibit B or elsewhere in this MOU are subject to all federal laws, rules, regulations, Office of Management and Budget Circulars, and guidance governing the specific program or activities for which cost sharing is required under WIOA. All obligations of the Parties under this MOU for cost-sharing arrangements, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds authorizing the program or activity for which cost sharing is required under WIOA and shall extend only to funds appropriated annually by the State of Colorado or Boulder County and encumbered for the purpose of this MOU.

(2) In the event that federal funds, or any part thereof, are not awarded to a Party for a program or activity for which cost sharing is required under WIOA or are reduced or eliminated by the federal government, the Parties may modify Exhibit B, in accordance with Section III.B., or the Party whose program or activity was not funded or was reduced or eliminated may terminate this MOU in accordance with Section III.A.

(3) The Parties shall have no obligation under this MOU to provide any other monies or financial support of any kind or nature to operate or maintain the WfBC One-Stop Delivery system, including proportional payment of the infrastructure costs of the WfBC One-Stop Centers. If any such obligation is asserted against a Party, any resulting obligation shall extend only to federal funds received and budgeted for this MOU, appropriated annually, paid into the Treasury

of the Party, and encumbered for the purpose of the MOU, if required.

(4) None of the Parties, by this MOU, irrevocably pledges present case reserves for payments in future fiscal years. The MOU does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation for any Party.

IV. ADDITIONAL PROVISIONS

- A. Record Maintenance and Inspection: Each Party shall make, keep and maintain a complete file of all records, documents, communications, notes and other written materials, and electronic media files, pertaining in any manner to the performance of this MOU until the later to occur of: (i) a period of three (3) years after the date this MOU expires or is earlier terminated, or (ii) the resolution of any pending disputes arising out of or relating to this MOU or the Parties' rights and obligations hereunder. This section shall be deemed to supplement and not replace any additional record maintenance and inspection requirements that a Party's funding authority or program may be bound by. All Parties shall continue to adhere to such other record maintenance and inspection requirements in addition to those set forth in this section.
- B. Confidentiality and Data Sharing: The Parties will have access to and contribute to information and materials of a highly sensitive nature, including confidential information. During the term of this MOU and at all times thereafter, Parties shall not collect, use or disclose any confidential information except to the extent such use or disclosure is necessary in the performance of this MOU. In accordance with but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as applicable state and federal law, rules, regulations, and waivers, all Parties shall actively secure and share confidential participant information and records. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.
- C. Dispute Resolution: If Parties disagree on the implementation of this MOU or the performance of services hereunder, the Parties or their representatives will attempt to resolve their disagreement through negotiation. If the Parties cannot reach a resolution through this negotiation, the LWDB will attempt to resolve the differences with the assistance of the Partner or representative. If the Parties' disagreements cannot be resolved at this level, the LWDB must report failure to resolve the dispute with a required partner to the local elected official, Governor, the CWDC, and the State agency responsible for administering the Partner's program. If the State in collaboration with the local elected official cannot assist the LWDB in resolving the disagreement, the CWDC must report the failure to the Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of a Partner's program (20 CFR Part 678.510).
- D. Entire MOU: The Parties recognize and agree that no Party has made or authorized any understanding beyond that expressly set forth in the MOU, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, or its agents or employees, hereto. This MOU embodies the entire agreement between the Parties referring to the subject matter between the Parties hereto and there are no promises, terms, conditions, or obligations referring to the subject matter whereof than as contained herein.
- E. Severability: Should any other provisions of this MOU be held to be invalid or unenforceable, then the balance of the MOU shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the Party or Parties who would receive the benefits of the provision, were it not invalid or unenforceable, shall have the option to terminate this MOU, forthwith.

- F. Independent Contractor: The Parties recognize and agree that each Party is an independent contractor for all purposes, both legal and practical, in performing services under this MOU, and that each Party and its agents and employees are not agents or employees of the other Party for any purpose. As an independent contractor, each Party shall be responsible for employing and directing their own personnel and agents as is required to perform the services provided pursuant to this MOU, and shall exercise complete authority over its own personnel and agents, and shall be fully responsible for their actions. Each Party acknowledges that their agents and employees are not agents or employees of the other Party, for any purpose.

Nothing in this MOU will be construed to make one Party an employee, franchisee, joint venturer, agent or Partner, of the other Party. No Party will represent itself to have any authority to bind any other Party to act on its behalf, except as expressly set forth herein. No Party will have the right to represent itself as having the authority to pledge the other Party's credit or extend credit in the other Party's name. No Party will have the right to execute any agreements in the other Party's name, or to bind the other Party in any way.

The Parties acknowledge that they are not entitled to unemployment benefits or workers compensation benefits from the other Party, its elected officials, agents or any program administered or funded by the other Party. The Parties shall be entitled to unemployment coverage or workers compensation insurance only if unemployment compensation coverage or workers compensation coverage is provided by that Party's Program or some other entity that is not a Party to this MOU.

- G. Third Party Indemnification: To the extent permitted by law, each Party shall defend, indemnify and hold harmless the State and its officers and employees from any and all claims, liabilities or penalties suffered by the State or its officers and employees, and any and all claims, liabilities or penalties asserted against the State or its officers and employees, by or on behalf of any person, on account of, based on or resulting from, or arising out of (or claimed to have arisen out of) the acts or omissions of the Non-State Party. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the State's or any governmental entity's sovereign immunity, which immunity is hereby reserved to the State or other governmental entity which is a Party to this MOU.
- H. Governmental Immunity: Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, institutions, agencies, boards, commissions, committees, bureaus, offices, officials, and employees shall be controlled and limited by the provisions of the Governmental Immunity Act § 24-10-101, et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the risk management statutes, C.R.S. § § 24-30-1501, et seq., as amended.
- I. Third-Party Beneficiary: The enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any non-Party. It is the express intent of the Parties to this MOU that any person receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.
- J. Assignment: The Parties' rights and obligations hereunder are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the LWDB. Any attempt at assignment, transfer, or subcontracting without the written consent of the LWDB shall be void.
- K. Compliance with Law: The Parties shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws, rules and regulations applicable to discrimination and unfair employment practices. Any changes to such laws are deemed to have been incorporated into this MOU as of the date such changes take effect.

- L. Breach: No waiver of any breach of this MOU shall be held to be a waiver of any other or subsequent breach. All remedies afforded under this MOU shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- M. Notices: For all notices required to be provided under this MOU, all such notices shall be in writing, and shall be either sent by certified mail, return receipt requested, electronic mail or hand-delivered to the following representatives of the Parties at the following addresses. The Parties may designate in writing a new or substitute representative. For certified mailings, notice periods begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, the notice periods begin to run on the date of delivery.

For WfBC: Erin Jones
Director
Workforce Boulder County
1333 Iris Ave
Boulder, CO 80304

For Community
Educational Outreach: Lori Cuno
Executive Director
Community Educational Outreach
1770 21st St.
Boulder, CO 80302

And copies to: Procurement Official
Colorado Department of Labor and Employment
633 17th Street, 11th Floor
Denver, CO 80202
303-318-8054

- N. Ownership of Materials and Information: Unless otherwise provided for in this MOU, the Parties agree that all material, information, data, computer software, documentation, studies, and evaluations produced by the State in the performance of this MOU are the sole property of the State.
- O. Conflict of Interest: Each Party acknowledges that with respect to this MOU, even the appearance of a conflict of interest is harmful to the Party's interests. Each Party shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of such Party's obligations under this MOU.
- P. Authorization: Each person signing this MOU represents and warrants that he or she is duly authorized to execute this MOU. Each Party represents and warrants to the other Parties that the execution and delivery of this MOU and the performance of such Party's obligations have been duly authorized. If requested, each Party agrees to provide proof of such authority within fifteen (15) days of receiving such request.
- Q. Counterparts: This MOU may be executed in multiple identical original counterparts, all of which shall constitute one agreement.
- R. Notice of Pending Litigation: Each Party shall notify the other Parties pursuant to Section IV.M within five (5) business days after being served with a summons, complaint or other pleading filed in any federal or state court or administrative agency that involves services provided under this

MOU or is otherwise related to this MOU.

- S. CORA Disclosure: To the extent not prohibited by federal law, this MOU and its exhibits are subject to public release through the Colorado Open Records Act, C.R.S. § 24-71-101, et seq. This MOU is not intended to supersede the Parties' obligations under CORA.
- T. Choice Of Law: Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this MOU, to the extent capable of execution.
- U. Fund Availability: CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- V. Employee Financial Interest/Conflict Of Interest: CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

V. LAW, ASSURANCES and CERTIFICATIONS

- A. The Parties shall comply with all applicable laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by Boulder County, the State of Colorado, and the United States Government, including the following provisions:
 - (i) Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
 - (ii) Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
 - (iii) Section 504 of the Rehabilitation Act of 1973, as amended,
 - (iv) Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 24 CFR Part 99)
 - (v) The Americans with Disabilities Act of 1990 (Public Law 101-336),
 - (vi) Priority of service for veterans in U.S. Department of Labor funded programs (38 U.S.C. § 4215)
 - (vii) Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
 - (viii) The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
 - (ix) Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
 - (x) The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
 - (xi) Title IX of the Education Amendments Act of 1972 (20 U.S.C. §1681),
 - (xii) All amendments to each, and
 - (xiii) All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits

provided by federal and/or state funding, or otherwise be subjected to discrimination.

B. Additionally, as applicable, all Parties shall:

- (i) Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on any or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- (ii) Agree that all equipment and furniture purchased by any Party for purposes described herein shall remain the property of the purchaser after the termination of this Agreement.

C. Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR Part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

D. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

E. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

F. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. § 4215 and its implementing regulations and guidance, and WIOA § 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

G. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. § 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA § 502 and 20 CFR 683.200(f).

H. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA § 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Exhibit A – Scope of Services
Workforce Boulder County

Name of One-Stop Partner: Community Educational Outreach
Type of Program: WIOA Title II Adult Education & Literacy Programs
Address, City, State, Zip Code: 1442 Spruce St, Boulder CO 80302
Telephone Number: (303)303-921-8600
Web Site: www.ceocolorado.org **E-Mail Address:** lori@ceocolorado.org

Please provide detailed descriptions of each of the following:

I. Access to Services

- a. **Describe the manner in which the One-Stop Partner will fulfill the access requirement. Provide details. The options are (1) co-location; (2) cross-trained staff; and (3) direct technological linkage.**

Access to services in partnership will take place through the cross-training of staff. Community Educational Outreach, will partner with Workforce Boulder County to train all staff on the various services provided through the workforce center. This training will happen on annual basis to ensure all staff are being kept abreast of the services.

- b. **Describe methods to ensure that needs of workers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the One-Stop Delivery System.**

All partners are in agreement that they will work together to ensure that the needs of workers and individuals with barriers to employment will be addressed. Staff are working together to identify areas of needed improvement to enhance services to individuals that require assistance.

II. Service Delivery

- a. **Describe services you will provide, coordination of services and delivery of services. Include physical location where services will be provided. Identify which items will be available at workforce centers and which will be available at other locations.**

Community Educational Outreach provides the following services to all Intervention Community Correction Services (ICCS) clients:

1. Intake/Orientation
2. Test of Adult Basic Education (TABE) assessment

Exhibit A – Scope of Services
Workforce Boulder County

Employment readiness assessment

3. Adult Basic Education/High School Equivalency Academic instruction
4. Employment readiness instruction
5. Career/employment counseling
6. Life skills training

Community Education Outreach will refer ICCS clients cleared to leave the facility to Workforce Boulder County for the following services:

1. WfBC orientation
2. Workshops
3. Career Information and counseling
4. On the job training/skills upgrading/retraining
5. Program eligibility training

These services provided at the WfBC's 2 Comprehensive One Stop Centers

WfBC Longmont
St. Vrain Community HUB
515 Coffman
Longmont, CO 80501

And

WfBC Boulder
1333 Iris Ave
Boulder, CO 80304

- b. Identify the services the Partner Program provides in the chart below or in a narrative format. Enter a “X” for the services your program provides directly, enter a “R” for the services your program provides through referral, or enter a “B” for both. Enter services that your program provides that are not listed here in the blanks at the bottom of the chart.**

Partner Program Services:

<i>Preliminary Services</i>		<i>Services Requiring Eligibility</i>		<i>Training Services</i>		<i>Employer Services</i>	
Public Information	B	Enrollment or Registration	B	Financial Assistance for Training	R	Job Listing	R
Outreach, Recruitment	B	Diagnostic Assessment	B	Occupational Skills Training	R	Candidate Screening	R
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	R	On-the-Job Training	R	Candidate Testing	R
Orientation	x	Counseling: Group or Individual	B	Skills Upgrading	R	Job Referrals	R

**Exhibit A – Scope of Services
Workforce Boulder County**

Resource Center	R	Case Management	R	Re-Training	R	Space for Job Interviews	R
Initial Assessment	R	Basic Education, Literacy Training, GED Training	X	Entrepreneurial Training	R	Labor Market Information	R
Workshops	B	English as a Second Language Training	X	Apprenticeship Training	R	Local Economic Development Information	R
Career Information	B	Computer Literacy Training	X	Customized or Workplace Training	R	Employer Incentives	R
Labor Market Information	R	Job Readiness Training	B	Work Experience, Internship (including Summer Jobs)	R	Employer Seminars	R
Job Search Skills & Information	B	Life Skills Training	B			Job Fairs	R
Job Referrals	B	Supportive Services	B			Services to Laid Off Workers	R
Labor Market Information	R	Post Employment or Job Retention Services	B			Outplacement Services	R
Follow-Up	R	Tutoring, Study Skills Training	X			Job Analysis	R
Eligibility Determination	R	Leadership Development Activities	R			Focus Groups	R
		Mentoring	X				
		Alternative Secondary School	R				

- c. Identify the services the One-Stop Center provides in the chart below or in a narrative format. Enter a “X” for the services your program provides directly, enter a “R” for the services your program provides through referral, or enter a “B” for both. Enter services that the center provides that are not listed here in the blanks at the bottom of the chart.**

One-Stop Center Services:

<i>Preliminary Services</i>		<i>Services Requiring Eligibility</i>		<i>Training Services</i>		<i>Employer Services</i>	
Public Information	X	Enrollment or Registration	X	Financial Assistance for Training	X	Job Listing	X
Outreach, Recruitment	X	Diagnostic Assessment	X	Occupational Skills Training	X	Candidate Screening	X
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	X	On-the-Job Training	X	Candidate Testing	X
Orientation	X	Counseling: Group or Individual	R	Skills Upgrading	X	Job Referrals	X
Resource Center	X	Case Management	X	Re-Training	X	Space for Job Interviews	X X

Exhibit A – Scope of Services
Workforce Boulder County

Initial Assessment	X	Basic Education, Literacy Training, GED Training	B	Entrepreneurial Training	X	Labor Market Information	
Workshops	X	English as a Second Language Training	R	Apprenticeship Training	X	Local Economic Development Information	X
Career Information	X	Computer Literacy Training	X	Customized or Workplace Training	X	Employer Incentives	R
Labor Market Information	X	Job Readiness Training	X	Work Experience, Internship (including Summer Jobs)	X	Employer Seminars	X
Job Search Skills & Information	X	Life Skills Training	X	Other:		Job Fairs	X
Job Referrals	X	Supportive Services	X			Services to Laid Off Workers	X
Labor Market Information	X	Post Employment or Job Retention Services	X			Outplacement Services	X
Follow-Up	X	Tutoring, Study Skills Training	X			Job Analysis	X
Eligibility Determination	X	Leadership Development Activities	X			Focus Groups	X
Other:		Mentoring	X			Other:	
		Alternative Secondary School	X				

III. Referrals

- d. Describe how referrals for services will be coordinated. Including methods of referrals between partners, tracking referrals and related activities, coordination and follow through, and shared data systems and documentation.**

Community Educational Outreach staff will connect with the Workforce Boulder County staff to determine the most appropriate referral path and mechanism for ongoing communication regarding individual clients. Community Educational Outreach will ensure that all clients referred to the Workforce Boulder County Center will have adequate information on how and where to access workforce services. Community Educational Outreach will also ensure that workforce staff has information on ICCS client needs/requirements related to workforce services and have the appropriate contact methods and information for questions, input and feedback. A Community Educational Outreach staff representative will conduct regular site visits with Boulder Workforce Center staff.

Because Community Educational Outreach is housed and contracts with community corrections to work with that specific population, Community Educational Outreach cannot accept outside referrals to its programs. Additionally, this does limit the shared data systems and documentation from Community Educational Outreach.

Exhibit B – Infrastructure Funding Agreement (IFA)

Name of One-Stop Partner: Community Educational Outreach
Type of Program: Adult Education (ESL, GED prep, Employment)
Address, City, State, Zip Code: 1770 21st St, Boulder, CO 80302
Telephone Number: (303) 449-2539
Web Site: www.ceocolorado.org **E-Mail Address:** cunol@ceocolorado.org

Infrastructure Funding Agreement Term January 1, 2025- June 30, 2026

The sharing and allocation of infrastructure costs among one-stop partners are governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for 2 Federal Awards at 2 CFR part 200 (Uniform Guidance). Funding provided by the one-stop partners to cover the operating costs, including infrastructure costs, of the one-stop delivery system must be based on the partner program's proportionate use of the system and relative benefit received.

I. Community Educational Outreach is partially funded by the Colorado Department of Education through the Adult Education and Family Literacy grant. Community Educational Outreach is also funded through Intervention Community Corrections Services with in-kind space and monetary funds for instructional staff. In addition, Community Educational Outreach seeks additional grant funding and individual donations.

II. General Financial Information

Workforce Boulder County (WFBC) is administered by the Department of Community Services as designated by the Boulder County Board of Commissioners. The programs of Workforce Boulder County are accounted for in Community Services with each program designated as a separate cost center to track revenues and expenditures by program.

It is WfBC's intent to charge costs directly to the programs it administers whenever possible. Expenses incurred for the benefit of a specific program will be charged directly to the benefiting program. Costs that benefit multiple programs, whether administrative or program in nature, will be pooled and distributed amongst those benefiting programs according to the approved methodology.

III. Infrastructure Costs

Infrastructure costs are non-personnel costs that are necessary for the general operation of the one-stop center, such as rental of the facilities, utilities and maintenance, equipment, and technology. With most partnerships, referrals and assistance should be fluid however, Community Educational Outreach is unique in that their services cannot be made available to the public. To further explain, Community Educational Outreach is housed within the Intervention Community Correction Services (ICCS) facility, and therefore cannot accept outside referrals only those provided through the justice system.

Exhibit B – Infrastructure Funding Agreement (IFA)

The infrastructure costs budget for the one-stop system in the Boulder County Workforce Centers includes the following, agreed upon line items.

- Rent/Mortgage
- Utilities
- Maintenance
- Technology
- Other: including supplies, phone, postage, copiers, printing, insurance and annual audit costs.

One Stop Centers in Boulder County- FY 2022		Infrastructure Costs Budget	
FY 2022		FY 2022	
Location: Boulder	Workforce Boulder County Boulder	Location: Longmont	Workforce Boulder County Longmont
Rent/Mortgage	\$ 83,538.16	Rent/Mortgage	\$ 202,991.32
Utilities		Utilities	
Maintenance		Maintenance	
Equipment		Equipment	
Technology	\$ 19,525.00	Technology	\$ 19,525.00
Signage		Signage	
Other	\$ 9,963.26	Other	\$ 9,963.26
Total	\$ 113,026.42	Total	\$ 232,479.58
FTE	18	FTE	15

Community Education Outreach estimates their costs to serve this population as equal to \$13,8730.00

Service	Value
In-kind space	\$10,248.00
Equipment/Technology	\$1,813.00

The comprehensive one-stop center is divided into 2 zones for cost allocation purposes. The methods of cost allocation utilized include the following:

The agreed upon cost allocation methodology for each zone is listed below:

Zone Name	Description	Cost Allocation Method
WfBC Boulder	Comprehensive Center- a one stop that includes two or more co-located required partners and, in addition, where job seekers and employer customers can access to all programs, services, and activities can be provided virtually as required by one stop partners.	Comprehensive Site Access: allocation method used for comprehensive center based on method of access used: Partners ensure access through direct linkage, agree upon a budget and allocation methodology that technology to facilitate access.
WfBC Longmont	Comprehensive Center- a one stop that includes two or more	Comprehensive Site Access: allocation method used for

Exhibit B – Infrastructure Funding Agreement (IFA)

	co-located required partners and, in addition, where job seekers and employer customers can access to all programs, services, and activities can be provided virtually as required by one stop partners.	comprehensive center based on method of access used: Partners ensure access through direct linkage, agree upon a budget and allocation methodology that technology to facilitate access.
--	--	--

IV. Additional Costs

Non-applicable

V. Payment and Reconciliation

Community Educational Outreach contributions to the Workforce Center of Boulder County will be non-cash contributions will be calculated quarterly basis based on the infrastructure agreement per Community Educational Outreach and Workforce Boulder County. CEO shall make no cash funded payments under this MOU.

VI. Certification

This is to certify that all costs included in this plan are allowable and in accordance with the requirements of the federal awards to which they apply and 2 CFR 200 (Uniform Guidance), Cost Principles for State and Local Governments. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

All costs included in this plan are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and notification will be provided regarding any accounting changes that would affect the proposal materially.

I certify that this is true and correct to the best of my knowledge.

Corine Waldau

Corine Waldau

Acting Chair, Boulder County Workforce Development Board

April 10, 2025

Date

Exhibit B – Infrastructure Funding Agreement (IFA)

Lori Cuno

Lori Cuno

Executive Director, Community Educational Outreach

April 10, 2025

Date

Certificate Of Completion

Envelope Id: 7BB3D7D1-1761-49B7-84CE-939943071BDD

Status: Sent

Subject: Community Services - One Stop Operator MOU between WfBC and Community Educational Outreach 2025-2026

Type of Document:

MOU

Department/Office: Community Services

Source Envelope:

Document Pages: 20

Signatures: 4

Envelope Originator:

Certificate Pages: 3

Initials: 1

Candice Long

AutoNav: Enabled

2025 14th St

Envelopeld Stamping: Enabled

Boulder, CO 80302

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

clong@bouldercounty.org

IP Address: 161.97.235.7

Record Tracking

Status: Original

Holder: Candice Long

Location: DocuSign

4/8/2025 11:29:26 AM

clong@bouldercounty.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Boulder County

Location: Docusign

Signer Events

Signature

Timestamp

Christine Vogel

cvogel@bouldercounty.gov

Acting director of Community Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 76.25.17.252

Sent: 4/8/2025 11:47:32 AM

Resent: 4/10/2025 7:32:33 AM

Viewed: 4/10/2025 11:45:03 AM

Signed: 4/10/2025 1:32:30 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Corine Waldau

cwaldau@fnbo.com

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 163.116.133.113

Sent: 4/10/2025 1:32:32 PM

Viewed: 4/10/2025 1:39:44 PM

Signed: 4/10/2025 1:40:00 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Lori Cuno

cunol@ceocolorado.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 66.109.211.157

Sent: 4/10/2025 1:40:02 PM

Viewed: 4/10/2025 2:04:11 PM

Signed: 4/10/2025 2:04:21 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Matthew Ramos

38095@bouldercounty.org

Clerk to the Board

Boulder County

Security Level: Email, Account Authentication
(None)

Sent: 4/10/2025 2:06:17 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Marta Loachamin mloachamin@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Matthew Ramos 38095@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Candice Long clong@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 161.97.235.7	Sent: 4/10/2025 2:04:23 PM Viewed: 4/10/2025 2:06:16 PM
Carbon Copy Events	Status	Timestamp
Erin Jones epjones@bouldercounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jiao Qin jqin@bouldercounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Meca Delgado mdelgado@bouldercounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Miller smiller@bouldercounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/8/2025 11:47:32 AM
Envelope Updated	Security Checked	4/8/2025 11:48:42 AM
Envelope Updated	Security Checked	4/8/2025 12:07:04 PM
Envelope Updated	Security Checked	4/8/2025 12:07:04 PM
Envelope Updated	Security Checked	4/8/2025 12:07:04 PM
Envelope Updated	Security Checked	4/8/2025 12:07:04 PM
Envelope Updated	Security Checked	4/8/2025 12:07:04 PM
Envelope Updated	Security Checked	4/8/2025 12:07:04 PM
Envelope Updated	Security Checked	4/8/2025 12:07:04 PM
Envelope Updated	Security Checked	4/8/2025 12:07:04 PM
Envelope Updated	Security Checked	4/8/2025 12:07:04 PM
Payment Events	Status	Timestamps

BOULDER COUNTY WORTHY CAUSE FUNDING AGREEMENT

between

COUNTY OF BOULDER, STATE OF COLORADO

and

WILD BEAR NATURE CENTER

AWARD AMOUNT: \$150,000

Worthy Cause Round: IV

Worthy Cause Year: 2025

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 WILD BEAR NATURE CENTER (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.

WILD BEAR NATURE CENTER, a Colorado nonprofit corporation

By: _____
Name: _____
Title: Executive Director

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

By: _____

Name:

Title: Chair of the Board of County Commissioners

Attest: _____

Date: _____

Clerk to the Board

EXHIBIT A

LEGAL PROPERTY DESCRIPTION

Tract 6A,

Commencing at the Southeast corner of Tract 6, The Highlands recorded P-35, as as F-1, No. 25 with the Boulder County Clerk and Records Office; thence North 61°37'46" West, 194.57 feet point to a on the Northerly right of way of County Road 128W and the Point of Beginning;

thence North 46°02'32" West, 269.37 feet;

thence North 31°15'12" West, 281.00 feet;

thence South 88°54'18" West, 53.28 feet;

thence North 18°12'36" West, 240.00 feet;

thence North 83°48'06" West, 427.24 feet;

thence South 00°15'43" East, 165.00 feet;

thence South 36°03'40" East, 255.00 feet;

thence South 73°12'40" East, 402.26 feet;

thence South 47°44'47" East, 211.44 feet to point on the Northerly right of way of said County Road 128W;

thence following along the Northerly right of way of said County Road 128W South 70°29'56" East, 212.65 feet to the Point of Beginning,

COUNTY OF BOULDER, STATE OF COLORADO.

Also known by street and number as **88 Indian Peaks Drive, Nederland, CO 80466.**

EXHIBIT B

I. Purpose Of Funding Agreement

The County has awarded the Agency with \$150,000 in Worthy Cause Funds for construction of the expanded childcare facility within the new nature center that will serve as an educational learning hub.

II. Description Of the Project

Worthy Cause 2025 funds will be used for the next round of construction of the childcare facility. Construction includes framing, utilities, and build out of the spaces dedicated to the expanded school-age childcare and state-licensed preschool at the new nature center. This will also include additional classrooms (both indoor and outside) and a nature playscape.

The 8,500 sq. ft. facility will allow Wild Bear Nature Center to expand its school-age childcare programs, open a Forest Preschool, and grow other programs and services for the community.

Inside, the facility will include:

- Multiple classrooms to allow expansion of our school-age childcare programs and the creation of a Forest Preschool.
- An indoor wildlife viewing area and a second-story observation deck serving as an outdoor classroom.
- A large community gathering space to accommodate up to 200 guests for all ages programs.
- A makerspace for use by makers, creators, and DIYers of all ages.
- Permanent and rotating exhibits showcasing mountain ecology, wildlife, nature inspired art, climate change education, community events, and more.
- A focus on inclusivity: the nature center will be free to the public and include Spanish language interpretation, ADA accessibility, and more.

Outside, five acres of land will welcome anyone and everyone to experience nature directly, including:

- A public nature playscape for children to explore, play, dig, and have fun.

- A half-mile interpreted trail, free and open to the public, featuring art installations highlighting the mountain ecosystem.
- An outdoor amphitheater seating approximately 500 people for presentations and performances for the community.
- Through future partnerships with groups such as High Altitude Master Gardeners & Boulder County Volunteer Naturalists and more, we hope to utilize this outdoor space as an educational tool, offering volunteer opportunities and workshops on high-altitude gardening and planting.

iii. Description Of Agency's Mission

Wild Bear Nature Center's mission is to inspire a lifelong connection to nature and community through creative exploration of the outdoors.

iv. Description Of the Program

Wild Bear Nature Center serves all ages and is known in the community and along the Front Range as a source of hands on, science-based nature education, and nature-centered childcare. Wild Bear Nature Center fills a very important human services niche in Nederland, providing the only state-licensed full day school-age childcare program. Each year, Wild Bear Nature Center offers between 55-65 full day childcare programs for children ages 5-12 when school is out — summer, spring, and winter breaks, holidays, and teacher in-service days. Through these programs, parents have an affordable, high quality childcare option and children get to experience nature and learn about mountain ecology with friends, outside in the fresh air. As a childcare provider, Wild Bear Nature Center prioritizes affordability. Wild Bear Nature Center is modestly priced for middle income families, and is also a Colorado Child Care Assistance (CCAP) provider.

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.

- Full day childcare programs for children ages 5-12 years old when school is out –
- Summer, Spring, and Winter Breaks as well as holidays and teacher in-service days.

- Hands-on, science-based nature education, and nature-centered childcare
- Participation in Colorado Child Care Assistance Program (CCAP) to ensure all children who qualify for subsidized care can participate in Wild Bear programs.
- Provide sliding scale scholarships to families who do not qualify for CCAP.
- Provide free transportation up from Boulder on RTD to all CCAP and scholarship recipients to broaden the reach to support low-income families.
- Provide transportation to children to offsite trails and natural areas to get outside and explore and learn about the natural world on high alpine trails and forests.
- Plan and implement a Forest Preschool in the new nature center.
- Create dedicated space in the new Nature Center for public programs and gatherings as a community gathering space. Invite local experts to the Nature Center to provide free programs to the general public.

VI. Property Value: \$2,919,535

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:

Wild Bear Nature Center
P.O. Box 3017

Nederland, CO 80466

Attn: Executive Director

EXHIBIT C

PROMISSORY NOTE

Boulder County Worthy Cause Debt

\$150,000

[Date]

For Value Received, WILD BEAR NATURE CENTER, a Colorado nonprofit corporation (“Borrower”), promises to pay to the order of the County of Boulder, Colorado, a body corporate and politic (“Payee”), the principal sum of **\$150,000**, 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 **\$150,000** 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:

Wild Bear Nature Center
P.O. Box 3017
Nederland, CO 80466

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 endorsers 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:

WILD BEAR NATURE CENTER, a Colorado nonprofit corporation

By: _____
Name: _____
Title: Executive Director

EXHIBIT D

DEED OF TRUST TO PUBLIC TRUSTEE

Boulder County Worthy Cause Debt

Grantor: **WILD BEAR NATURE CENTER**, a Colorado nonprofit corporation, whose address is **P.O. Box 3017, Nederland, Colorado 80466**.

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:

Tract 6A,

Commencing at the Southeast corner of Tract 6, The Highlands recorded P-35, as as F-1, No. 25 with the Boulder County Clerk and Records Office; thence North 61°37'46" West, 194.57 feet point to a on the Northerly right of way of County Road 128W and the Point 01' Beginning;

thence North 46°02'32" West, 269.37 feet;

thence North 31°15'12" West, 281.00 feet;

thence South 88°54'18" West, 53.28 feet;

thence North 18°12'36" West, 240.00 feet;

thence North 83°48'06" West, 427.24 feet;

thence South 00°15'43" East, 165.00 feet;

thence South 36°03'40" East, 255.00 feet;

thence South 73°12'40" East, 402.26 feet;

thence South 47°44'47" East, 21 1.44 feet to point the Northerly right of way of said County Road 128W;

thence following along the Northerly right of of said County Road 128W South 70°29~56" way East, 212.65 feet to the Point of Beginning,

COUNTY OF BOULDER, STATE OF COLORADO.

Also known by street and number as **88 Indian Peaks Drive, Nederland, CO 80466.**

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 **\$150,000** (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:

WILD BEAR NATURE CENTER, 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 _____, 2025,
by _____, as Executive Director of **WILD BEAR NATURE CENTER**,
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 _____, 2025 by and between the County of Boulder, State of Colorado, a body corporate and politic ("County" and "Grantee") and **WILD BEAR NATURE CENTER**, a Colorado nonprofit corporation its successors and assigns ("Grantor").

Recitals

- A. This Covenant applies to the real property commonly known as **88 Indian Peaks Drive, Nederland**, 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:

Wild Bear Nature Center
P.O. Box 3017
Nederland, CO 80466
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.

1. 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.

WILD BEAR NATURE CENTER, 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 _____, 2025,
by _____, as Executive Director of **WILD BEAR NATURE CENTER**,
a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires _____

Notary Public

RESOLUTION 2025-015

A resolution conditionally approving Boulder County Community Planning & Permitting Docket LU-25-0001/SPR-25-0009: van der Mersch Earthwork and Residence

Recitals

A. Stephan van der Mersch (the “Applicant”), applied to Boulder County for Limited Impact Special Use Review under Article 4-600 of the Boulder County Land Use Code (the “Code”) for 1,735 cubic yards of non-foundational earthwork. The Applicants also applied for Site Plan Review under Article 4-800 of the Code to construct a new residence resulting in 4,271 square feet of residential floor area on an approximately 42.8-acre parcel where the presumed compatible size is 4,275 square feet.

B. The subject property is located at 5207 Sunshine Canyon Drive, approximately 0.8 miles southeast of its intersection with County Road 83, in Section 17, Township 1 North, Range 71 West, in a Forestry zoning district in unincorporated Boulder County (the “Property”).

C. The Property is located between Sunshine Canyon Drive to the north and Four Mile Canyon Drive to the south, west of the City of Boulder.

D. The Boulder County Comprehensive Plan indicates that there are a couple of small mapped riparian areas on the Property, as well as a small area identified as an Archaeologically Sensitive area at the far southern end of the Property. Additionally, there is a viewshed protection score of 0.97 out of 5 along Sunshine Canyon Drive to the north, and scores between 1.66 and 1.95 out of 5 along Four Mile Canyon Drive to the south. There are a couple of small Debris Flow Susceptibility areas on the Property.

E. The Property is currently generally undeveloped. There is an unpermitted structure described in the application materials as the “tea house”, but otherwise the Property is vacant.

F. Previously, a Certificate of Occupancy was issued in 1990 for an approximately 3,844-square-foot residence. The residence and two unpermitted structures were destroyed in the 2010 Four Mile Canyon Fire.

G. The Applicant purchased the Property in 2014. In 2016, the Applicant applied for a Limited Impact Special Review for 5,489 cubic yards of non-foundational earthwork and Site Plan Review for an 8,531-square-foot residence (LU-16-0004/SPR-16-0028). Through the review process, the non-foundational earthwork was reduced to 3,384 cubic yards and the residence was reduced to 6,533 square feet of residential floor area. The revised proposal was approved by the Board of County Commissioners (the “Board”) on March 23, 2017 through

Resolution 2017-54. However, this approval was never acted upon, and it expired in March 2020.

H. The Applicant, his representative, and staff conducted an on-site pre-application conference in November 2024. Subsequent to this on-site pre-application conference, staff provided the Applicant and his representative with comments to provide guidance on a potential new application for a residence on the Property. The Applicant then submitted the current application for non-foundational earthwork and construction of a new residence.

I. The proposed development includes the Property (where the residence will be located) and a second parcel at 5415 Sunshine Canyon Drive, which is located between the Property and Sunshine Canyon and through which the private access road to the Property crosses. The Applicant proposed to develop the Property as a single-unit residential dwelling, accessed via an existing gravel private access road.

J. The Applicant proposed 1,735 cubic yards of non-foundational earthwork, primarily related to making the private access road from Sunshine Canyon Drive to the residence meet the Boulder County Multimodal Transportation Standards (“MMTS”).

K. The Applicant proposed a residence with 4,352 square feet of residential floor area, with an additional 545 square feet of covered porch and a 506-square-foot attached carport. The proposed maximum height of the residence is 29 feet, 11 inches above existing grade. The Applicant also requested approval of the existing unpermitted 358-square-foot tea house structure, which has a height of 12 feet above existing grade. The total resulting residence floor area proposed is 4,271 square feet.

L. The above-described request was processed and reviewed as Boulder County Community Planning & Permitting Docket LU-25-0001/SPR-25-0009 (the “Docket”), as further described in the memorandum and written recommendation to the Board by Boulder County Community Planning & Permitting Department planning staff dated March 6, 2025, together with its attachments (the “Staff Recommendation”). The Staff Recommendation found that the Docket could meet the criteria for approval with recommended conditions, and therefore, recommended that the Board conditionally approve the Docket.

M. At a public hearing on the Docket held on March 6, 2025 (the “Public Hearing”), as further reflected in the official record of the Public Hearing, the Board considered the Staff Recommendation as well as the documents and testimony presented by Boulder County Community Planning & Permitting Department staff. The Board also heard testimony from the Applicant and his architect, Scott Rodwin. Two members of the public spoke at the Public Hearing.

N. Based on the Public Hearing, the Board finds that the Docket meets the criteria in Article 4-601 of the Code for Limited Impact Special Use approval for the proposed non-foundational earthwork, subject to the conditions stated below.

O. The Board further finds that the Docket meets the criteria in Article 4-806 of the Code for Site Plan Review approval for the proposed residence, subject to the conditions stated below.

P. Therefore, the Docket can be approved, subject to the conditions stated below.

Therefore, the Board resolves

Docket LU-25-0001/SPR-25-0009 is approved on the basis and terms set forth in this Resolution, above, and subject to the following conditions:

1. The development is subject to the requirements of the Boulder County Building Safety & Inspection Services Team and adopted County Building Codes, as outlined in the referral comments, including, but not limited to, required sprinklering, ignition resistant materials and defensible space, and the BuildSmart energy efficiency and sustainability requirements.

2. A qualified Colorado-licensed design professional must observe the grading and submit an observation report to ensure that the work is completed in substantial conformance with the approved engineering plans.

3. Prior to issuance of building permits, the Applicant must apply for and be issued an Onsite Wastewater Treatment System permit from Boulder County Public Health.

4. An Access Improvement and Maintenance Agreement (“AIMA”), which is an agreement for future maintenance responsibility, will be issued for the shared driveway during building permit review. The AIMA will be prepared by the Access & Engineering staff, signed by the Applicant, notarized, and approved as part of the building permit process.

5. At building permit, the Applicant must submit revised plans that propose resurfacing the existing shared private drive with a material that complies with the MMTS, redefining the borrow ditch along the uphill side of the private drive, a typical cross section for the drive, and emergency pullouts that are no more than 400 feet apart from each other.

The driveway design must comply with the MMTS for residential development, including without limitation:

- Table 5.5.1 – Parcel Access Design Standards (One-Lane Mountains Access)
- Standard Drawing 11 – Private Access
- Standard Drawing 14 – Access with Roadside Ditch Detail

- Standard Drawing 15 – Access Profiles Detail
- Standard Drawing 16 – Access Grade & Clearance
- Standard Drawing 18 – Access Turnaround
- Standard Drawing 19 – Typical Turnaround & Pullout Locations

At building permit, the Applicant must submit revised plans that show the emergency turnaround in a location that complies with the MMTS.

At building permit, the Applicant must submit a revised driveway plan and profile sheet that includes a typical cross section of the driveway.

At final inspection, the Community Planning & Permitting Department must verify that the access and driveway has been constructed to comply with the MMTS.

6. At building permit, the Applicant must submit revised plans that account for the drainage flowing down the driveway and demonstrate positive drainage from all structures and driveways.

7. At building permit, the Applicant must provide a complete Stormwater Quality Permit (“SWQP”) submittal to stormwater@bouldercounty.gov. Submitted material for the SWQP must include drainage calculations for all culverts and borrow ditches.

Prior to any site disturbance, the Applicant must obtain the SWQP.

8. During construction, all vehicles, materials, machinery, dumpsters, and other items must be staged on the Property.

9. Any outdoor construction or grading activities must be limited to between 8:00 am and 5:00 pm, Monday through Friday. Indoor construction activities may occur outside of these hours provided the noise levels do not exceed those permitted under the Boulder County Noise Ordinance.

10. Prior to issuance of building or grading permits, the Applicant must submit to the Community Planning & Permitting Department for review and approval one copy of the proposed Revegetation Plan that conforms to the requirements as described in the materials located at <https://bouldercounty.gov/property-and-land/land-use/planning/revegetation>.

This plan must show the location of all erosion control devices such as silt fence, straw bales, riprap, and retaining walls. The plan must include the grade of all cut and fill slopes, which are not to exceed a slope of 2:1. The plan must include details regarding the reclamation of existing and proposed cut and fill slopes.

Prior to issuance of a Certificate of Occupancy, the Community Planning & Permitting Department must inspect and approve the full installation of the approved Revegetation Plan. If weather is not conducive to seeding, or if adequate revegetation efforts have not occurred, and vegetation is not adequately established at the time of final inspection request, an irrevocable letter of credit or monies deposited into a County Treasurer account will be required to assure the completion of revegetation. The Applicant should consider the following well in advance of the revegetation inspection:

- a. Whether applying for a Certificate of Occupancy, final inspection, or the return of funds held in escrow for completion of revegetation, some level of germination and growth of grass seed is required.
- b. Steeper slopes and dryer soil require greater attention to establish a level of germination adequate to obtain revegetation approval.
- c. Areas of disturbance found at inspection not included on the Revegetation Plan are still subject to reseeding and matting.

Incomplete revegetation is the leading cause for delays in obtaining a Certificate of Occupancy.

11. Prior to issuance of building permits, the Applicant must submit to the Community Planning & Permitting Department for review and approval details regarding the placement and construction of the silt fence. The placement and profile of the silt fence may be shown on the Revegetation Plan. The silt fence must be installed before construction commences and remain in place until vegetation is sufficiently established on the disturbed soil.

Prior to any grading or site disturbance, the silt barrier location and materials must be installed as required per the approved plans.

At the time of footing foundation inspection and all subsequent inspections, the Community Planning & Permitting Department must confirm the silt barrier location and materials have been installed as required per the approved plans. Any other areas on site are subject to installation of silt fences, if needed.

12. The total residential floor area is approved at approximately 4,271 square feet as proposed, with a maximum residential floor area of 4,275 square feet.

13. After applying for, but prior to issuance of any permits, a Boulder County Wildfire Mitigation Specialist will contact the Applicant to schedule a Wildfire Partners or Regulatory Wildfire Mitigation assessment and defensible space marking. Based upon the compliance path selected, either a Wildfire Partners Assessment report or a Wildfire Mitigation Plan will be created to describe the wildfire mitigation requirements.

Before scheduling rough framing inspections, the plan's defensible space and water supply portion must be implemented and inspected by the Community Planning & Permitting Department. All trees marked for removal must be cut, and all slash, cuttings, and debris must be removed and/or properly disposed of. The Fire Sprinkler or Fire Cistern Approval Form must be submitted to the Boulder County Building Safety & Inspection Services at ezbp@bouldercounty.gov (or P.O. Box 471, Boulder, CO, 80306) after the fire protection district completes the applicable portion of the form. If an individual cistern was required, it must be located on site in an appropriate location (subject to approval by the fire protection district), fitted with an appropriate dry hydrant connection, and be filled and tested by the local fire protection district.

At the time of final inspection, all remaining required items in the Wildfire Partners Assessment report or the Wildfire Mitigation Plan must be fully implemented and inspected. Ground surfaces within three feet of both existing and new structures, and at least 2 feet beyond the driplines of decks, bay windows, and other eaves and overhangs, must be covered with an allowable non-combustible ground cover over a weed barrier material. The driveway vertical and horizontal vegetation clearance must be in place and conform to the Parcel Access Design Standards in the MMTS.

14. The location of the residence and tea house are approved as shown on the site plan dated January 13, 2025.

15. The elevations of the residence dated January 13, 2025 are approved as proposed.

16. The height of the proposed residence is approved at 29' 11" above existing grade. In no case may the residence exceed 30' above existing grade.

17. Prior to issuance of building or grading permits, the first part of the Height Survey Verification form must be completed and submitted to the Community Planning & Permitting Department.

Prior to rough frame inspection, the second part of the form will be provided upon building permit application and must be submitted to the Community Planning & Permitting Department.

18. The colors and materials of the residence are approved as proposed. The colors and materials of the tea house are approved as constructed.

19. Prior to issuance of a Certificate of Occupancy, the Community Planning & Permitting Department must inspect and verify that the approved color samples are used on the new structure.

20. The style of wall sconce fixtures is approved as proposed. Manufacture cut sheets must be included in any building permit application.

21. Exterior lighting is limited to the eight wall sconces as shown in Figure 16 of the Staff Recommendation. The wall sconce light at the bottom of the exterior stairs leading to crawl space (circled in red in Figure 16) must be equipped with a motion sensor.

22. The recessed can lights in the carport and all of the in-wall lights are denied.

23. Prior to issuance of building or grading permits, the Applicant must submit to the Community Planning & Permitting Department a narrative describing where excess foundation cut (other than that used for backfill within the foundation) will be transported. If the cut will be located on site as fill, the Applicant must delineate the fill location on the Revegetation Plan as well as indicate the method of revegetation for any disturbed areas. The location of any excess fill on site must be approved by the Community Planning & Permitting Department.

At the time of final inspection, the location and receipt for transport and dumping must be submitted to the Community Planning & Permitting Department so that receipt of fill materials may be verified.

24. To minimize disturbances to the site, all utility service lines should be routed underground (*see* Article 7-1200 of the Code) and should be located in areas already disturbed or proposed to be disturbed (e.g., along driveway).

25. Prior to issuance of building or grading permits, the Applicant must submit to the Community Planning & Permitting Department for review and approval information on the proposed construction materials and color for all required retaining walls. Any retaining walls must blend with the natural environment as much as possible.

At the time of final inspection, the installation of the approved retaining walls must be completed and approved by the Community Planning & Permitting Department.

26. Greenhouse lighting is limited to one light per access door and in step lighting in the stairs. All lighting must comply with Article 7-1600 of the Code. All stair lights must include a motion sensor to ensure that they are only active when in use.

27. The Applicant shall be subject to the terms, conditions, and commitments of record and in the file for Docket LU-25-0001/SPR-25-0009: van der Mersch Earthwork and Residence.

A motion to approve the Docket was made by Commissioner Ashley Stolzmann, seconded by Commissioner Marta Loachamin, and passed by a 2-0 vote. Commissioner Claire Levy was excused from the Public Hearing.

ADOPTED as a final decision of the Board on this _____ day of April 2025.

The signatures below indicate approval of the text of the Resolution but are not necessarily reflective of the votes taken at the Public Hearing.

**BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY:**

Marta Loachamin, Chair

Claire Levy, Vice Chair

Ashley Stolzmann, Commissioner

ATTEST:

Clerk to the Board

Accessibility Report

Filename: RFP-058-24 Award Recommendation.pdf

Report created by: [Enter personal and organization information through the Preferences > Identity dialog.]

Organization:

Summary

The checker found problems which may prevent the document from being fully accessible.

- Needs manual check: 2
- Passed manually: 0
- Failed manually: 0
- Skipped: 1
- Passed: 27
- Failed: 2

Detailed Report

Document

Rule Name	Status	Description
Accessibility permission flag	Passed	Accessibility permission flag must be set
Image-only PDF	Passed	Document is not image-only PDF
Tagged PDF	Passed	Document is tagged PDF
Logical Reading Order	Needs manual check	Document structure provides a logical reading order
Primary language	Passed	Text language is specified
Title	Passed	Document title is showing in title bar
Bookmarks	Passed	Bookmarks are present in large documents
Color contrast	Needs manual check	Document has appropriate color contrast

Page Content

Rule Name	Status	Description
Tagged content	Passed	All page content is tagged
Tagged annotations	Passed	All annotations are tagged
Tab order	Passed	Tab order is consistent with structure order
Character encoding	Passed	Reliable character encoding is provided
Tagged multimedia	Passed	All multimedia objects are tagged
Screen flicker	Passed	Page will not cause screen flicker
Scripts	Passed	No inaccessible scripts
Timed responses	Passed	Page does not require timed responses
Navigation links	Passed	Navigation links are not repetitive

Forms

Rule Name	Status	Description
Tagged form fields	Passed	All form fields are tagged
Field descriptions	Passed	All form fields have description

Alternate Text

Rule Name	Status	Description
Figures alternate text	Failed	Figures require alternate text
Nested alternate text	Passed	Alternate text that will never be read
Associated with content	Passed	Alternate text must be associated with some content
Hides annotation	Passed	Alternate text should not hide annotation
Other elements alternate text	Passed	Other elements that require alternate text

Tables

Rule Name	Status	Description
Rows	Passed	TR must be a child of Table, THead, TBody, or TFoot
TH and TD	Passed	TH and TD must be children of TR
Headers	Passed	Tables should have headers
Regularity	Passed	Tables must contain the same number of columns in each row and rows in each column
Summary	Skipped	Tables must have a summary

Lists

Rule Name	Status	Description
List items	Passed	LI must be a child of L
Lb1 and LBody	Passed	Lb1 and LBody must be children of LI

Headings

Rule Name	Status	Description
Appropriate nesting	Failed	Appropriate nesting

[Back to Top](#)



Boulder County Procurement

Downtown Courthouse • 1325 Pearl Street • Boulder, Colorado 80302 • 303.441.3525
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.gov

RFP ANALYSIS AND RECOMMENDATION

Requesting Department: **Sheriff's Office**

RFP Title: **Subscriber Radio Replacement for the Boulder County Sheriff's Office**

RFP No.: 058-24

RFP Opening Date: May 3, 2024

No. of Vendors Contacted: 458

No. of Minority Owned, Women Owned,: 117

Disadvantaged, Veteran Owned Vendors Contacted

This RFP has been posted in accordance with County Policy.

Evaluated by:

Brian Zierlein, Division Chief, Support Services, Sheriff's Office
Christopher Rodgers, Radio Shop, Electronics Specialist, Sheriff's Office
David Sittner, Communications Technician, Radio Shop, Sheriff's Office
Jason Oehlkers, Division Chief, Operations, Sheriff's Office
Joel Fundaro, Operations Deputy, Operations, Sheriff's Office
Scott Whitehead, Communications Supervisor, Radio Shop, Sheriff's Office
Stephen Meer Volunteer, Sheriff's Office

Bid Responses:

Company Name	Total Cost
CNC Technical Services, LLC, 1585 E 66th Ave, Denver, CO 80229	\$1,880,057; no infrastructure for GPS location over LMR
L3Harris Technologies, Inc., 221 Jefferson Ridge Pkwy Lynchburg, VA 24501	\$2,230,950; no infrastructure for GPS location over LMR
Motorola Solutions, Inc., 7237 Church Ranch Blvd., Ste 406, Westminster, CO 80021	\$3,036,357; meets all requirements, all-inclusive costs including additional options
Radio Resource, Inc., 12701 W 42nd Ave, Wheat Ridge, CO 80033	\$1,319,800; no infrastructure for GPS location over LMR, no removal and installation services
Red Dog Radios, LLC, 685 S Arthur Ave, Unit 2A, Louisville, CO 80027	\$1,123,149.00; no mobile radios offered, no infrastructure for GPS location over LMR
The Pager Clinic, LLC, 621-C Innovation Cir, Windsor, CO 80550	\$1,786,630.55; no infrastructure for GPS location over LMR or other infrastructure support. BoCo would need to build it out themselves
Triple C Communications, 96 Inverness Dr East, Ste C, Englewood, CO 80112	\$1,555,722; no infrastructure for GPS location over LMR

The evaluation committee recommends awarding RFP-058-24, Subscriber Radio Replacement for the Boulder County Sheriff's Office, to Motorola Solutions, Inc., based on the evaluation criteria presented in the RFP.

Contract Required: ☒ Yes ☐ No

Department _____ / Date _____

Procurement / Date

_____/_____
Chair, Board of Commissioners Date

_____/_____
Clerk to the Board Date

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Office of the Clerk & Recorder

1750 33rd Street • Boulder, CO 80301 • www.BoulderCounty.gov

Molly Fitzpatrick, Boulder County Clerk & Recorder

Request:

1. Reclassify an hourly position to a part-time FTE position

Justification:

- For the past 13 years, we have had an hourly employee managing Special District elections and undertaking specialized projects such as legislative research, the petition process, and retention standards.
- The complexity of this individual's responsibilities, particularly related to Special Districts, demands the same level of decision-making, expertise, and accountability typically associated with a full-time position.
 - These areas require a high degree of judgment and precision—ensuring the integrity of elections, navigating legal requirements, ballot access via the petition process, and addressing issues that arise within these specialized districts.
- While we do not believe this position should be full-time, we do believe it should be reclassified as a part-time FTE with benefits, given the scope and significance of this role.
- The Project Specialist position in the JT1 classification most appropriately matches this role's responsibilities.

BUDGET and REVENUE:

- The Clerk and Recorder's budget can absorb these changes if provided approval to transfer hourly to full time FTE dollars. We are able to absorb these changes from 2025 through 2027 and have attached the cost sheet burden to the request.
- In 2023, I led work within the Colorado Clerks Association and our office to overhaul the way counties within Colorado are reimbursed for election costs:
 - As a result, in 2024 we received \$470,000 more in reimbursement for the General Presidential Election as compared to 2020 General election reimbursement.
- Since 2020, our team has aggressively pursued and applied for/received \$1.2M in grant funding, primarily used to update aging technology without having to use general funds to do so.

This Burden Calculator is used as a planning tool to recognize long-term implication of approv

FY2025 Burden		
Department	Clerk & Recorder	
Job Classification	JT1 - Project Specialist	
Year 1 Salary (Midpoint)	\$85,794	
FTE	0.50	

Cost Element	Account #	Rate
Perm Wages	70000	100.00%
General Increase	70000	3.00%
Base Salary		
Pension (PERA)	71030	14.78%
FICA (\$10,453 max)	71000	7.65%
Health Insurance	71050	12.87%
Dental Insurance	71070	0.64%
LTD Insurance	71040	0.18%
STD Insurance	71045	0.16%
Life Insurance	71060	0.14%
Total Compensation		

1x Equipment & Supply Costs	2,000
Ongoing Training Cost Increase	1,000
	3,000

ng a new FTE.

Calculator

	10%	10%	
FY2025	FY2026	FY2027	3-Year Cost Estimate
42,897	48,602	53,463	144,962
1,287			1,287
44,184	48,602	53,463	146,249
6,530	7,183	7,902	21,616
3,880	4,268	4,694	12,842
6,529	7,182	7,900	21,610
324	356	392	1,072
90	99	109	299
83	92	101	276
71	78	86	235
61,691	67,860	74,646	204,198

Column1	Column2	Column3
FLSA CODE	Classification Code	Title
E	AA1	Accountant I
E	AA2	Accountant II
E	AA3	Accountant III
E	AA9	Accountant, Lead
N	AB1	Accounting Clerk I
N	AB2	Accounting Clerk II
N	AB3	Accounting Clerk III
E	AA4	Accounting Manager
N	AB4	Accounts Technician
E	AD3	Administrative Assistant
E	DB6	Administrative Deputy, District Attorney
E	DB6	Administrative Deputy, District Attorney
E	AC2	Administrative Division Manager
N	AT3	Administrative Lead Technician
E	AN1	Administrative Specialist
N	AT4	Administrative Supervisor
N	AT2	Administrative Technician
E	AL1	Agricultural Resources Specialist
N	AC1	Animal Control Officer
N	AC3	Animal Control Supervisor
E	DD2	Application Support Administrator
E	DD3	Application Support Administrator, Senior
E	WC2	Applications Developer
E	WC5	Applications Developer, Senior
E	DD1	Applications Development Manager
E	WC6	Applications Development Supervisor
E	AE3-T	Appraisal Trainer
N	AE1	Appraiser I
N	AE2	Appraiser II
E	AE3	Appraiser III
E	AE3-BPP	Appraiser III, BPP
E	AE4	Appraiser Supervisor
E	AE4-BPP	Appraiser Supervisor, BPP
E	AE4-C	Appraiser Supervisor, Commercial
N	AE2-C	Appraiser, Commercial
E	AE3-C	Appraiser, Senior Commercial
E	AF0	Architect I
E	AF1	Architect II
E	AF3	Architect, Lead
E	DB7	Assessment Analyst
N	ME2	Automotive & Heavy Equipment Technician
N	ME3	Automotive & Heavy Equipment Technician, Sr.
N	AB2-B	Bilingual Accounting Clerk II
N	AT3-B	Bilingual Administrative Lead Technician
N	AT4-B	Bilingual Administrative Supervisor
N	AT2-B	Bilingual Administrative Technician
N	BT1-B	Bilingual Booking Technician
N	ZA5-B	Bilingual Code Compliance Specialist II
N	CC1-B	Bilingual Community Justice Professional I
E	CC2-B	Bilingual Community Justice Professional II

E	CC2-B-C	Bilingual Community Justice Professional II, Clinical
E	CC3-B	Bilingual Community Justice Professional III
E	CC3-B-C	Bilingual Community Justice Professional III, Clinical
E	CS2-B	Bilingual Departmental Communications Coordinator
E	CS3-B	Bilingual Departmental Communications Specialist
E	EH1-B	Bilingual Environmental Health Spec I
E	EH2-B	Bilingual Environmental Health Spec II
E	EH2.5-B	Bilingual Environmental Health Spec, Lead
E	EP1-B	Bilingual Epidemiologist I
E	HS2-B	Bilingual Head Start Coordinator
E	HSS-B	Bilingual Head Start Family and Community Services Program Manager
N	HS4-B	Bilingual Head Start Program Assistant*
E	HS1-B	Bilingual Head Start Teacher*
N	HS3-B	Bilingual Head Start Teacher's Aide
E	MX2-B	Bilingual Housing and Human Services Manager A
N	HO1-B	Bilingual Housing Specialist
E	LT5-B	Bilingual HS Legal Technician Manager
N	CA4-B	Bilingual Human Services Case Aide
E	SL5-B	Bilingual Human Services Casework Manager
E	SL2-B	Bilingual Human Services Caseworker A
E	SL3-B	Bilingual Human Services Caseworker B
E	SL4-B	Bilingual Human Services Caseworker C
N	IM2-B	Bilingual Human Services Eligibility Tech. A
N	IM3-B	Bilingual Human Services Eligibility Tech. B
N	IM4-B	Bilingual Human Services Eligibility Tech. C
N	IM5-B	Bilingual Human Services Eligibility Tech. Mgr.
N	LT3-B	Bilingual Human Services Legal Tech B
N	LT4-B	Bilingual Human Services Legal Tech C
E	QA1-B	Bilingual Human Services QA Coordinator
N	RT3-B	Bilingual Human Services Recovery Tech
E	IG1-B	Bilingual Intergovernmental Programs Coord
N	MA5-B	Bilingual Maintenance Dispatcher
E	PL1-B	Bilingual Planner I
N	PI2-B	Bilingual Program Assistant II
N	PI3-B	Bilingual Program Assistant III
E	PS1-B	Bilingual Program Specialist I
E	PS2-B	Bilingual Program Specialist II
E	PS3-B	Bilingual Program Specialist III
E	PF1-B	Bilingual Public Affairs Specialist
E	HN2-B	Bilingual Public Health Nurse II

E	HL1-B	Bilingual Public Health Planner
E	SS1-B	Bilingual Sustainability Specialist I
E	SS2-B	Bilingual Sustainability Specialist II
E	VC2-B	Bilingual Volunteer Coordinator, Senior
N	BT1	Booking Technician
E	MG5	Bookkeeping Manager, Clerk & Recorder
E	AA6	Budget Analyst
E	AA5	Budget Analyst, Senior
E	AA7	Budget Manager
N	BB1	Building Inspector
E	BB7	Building Inspector Supervisor
N	BB5	Building Inspector, Combination
E	DM2	Building Services Division Manager, Assistant
N	MW4	Building Services Maintenance Foreperson
N	MW5	Building Services Maintenance Operations Supervisor
N	MW1	Building Services Maintenance Worker I
N	MW2	Building Services Maintenance Worker II
N	MW3	Building Services Maintenance Worker III
E	SU5	Building Services Security Manager
N	SU1	Building Services Security Officer
N	SU4	Building Services Security Officer, Lead
N	SU2	Building Services Security Supervisor
N	WH1	Building Services Warehouse Worker
E	BA1	Business Analyst
E	BA2	Business Analyst, Senior
E	DM3	Business Operations Division Manager
N	BC1	Buyer I
N	BC3	Buyer II
E	CD2	Chief Deputy
E	CD3	Chief Deputy Public Trustee
E	DA5	Chief Trial Deputy District Atty
N	CT4	Civil Construction Field Superintendent
E	CT5	Civil Construction Supervisor
N	CT2	Civil Construction Tech II
N	CT3	Civil Construction Tech III
E	MG6	Clerk and Recorder Division Manager
N	CR4	Clerk to the Board
N	CR5	Clerk to the Board, Assistant
N	ZA4	Code Compliance Specialist I
N	ZA5	Code Compliance Specialist II
E	CK6	Communications Center Director
N	CK3	Communications Dispatch Supervisor
N	CK2	Communications Dispatcher
N	CC1	Community Justice Professional I
E	CC2	Community Justice Professional II
E	CC2-C	Community Justice Professional II, Clinical
E	CC3	Community Justice Professional III
E	CC3-C	Community Justice Professional III, Clinical
E	CC4	Community Justice Program Administrator
E	CX1	Community Services Manager A

E	CM1	Community Services Program Manager A
E	CM2	Community Services Program Manager B
N	PC1	Computing Specialist I
E	PC2	Computing Specialist II
E	PC3	Computing Specialist III
N	CW3	Construction Crew Foreperson
N	CW4	Construction Field Superintendent
E	CW5	Construction Manager
N	ET4	Construction Project Coordinator
N	CW1	Construction Worker I
N	CW2	Construction Worker II
N	ES2	Control Systems Specialist II
N	ES3	Control Systems Specialist, Lead
N	ES4	Control Systems Supervisor
N	MI1	Coroner Specialist
E	MI2	Coroner Specialist Supervisor
N	LP1	Corrections Licensed Practical Nurse
N	NU2	Corrections Nurse
E	NU3	Corrections Nurse Administrator
E	NU7	Corrections Nurse Supervisor
E	CT1	Corrections Program Coordinator
E	AG7	County Attorney Administrative Deputy
E	AG1	County Attorney I, Assistant
E	AG2	County Attorney II, Assistant
E	AG3	County Attorney III, Assistant
E	AG5	County Attorney, Deputy
E	AG4	County Attorney, Senior Assistant
E	CE1	County Engineer
E	FL2	County Fleet Manager
N	CA2	Crime Analyst
N	KB5	Custodial Quality Control Coordinator
N	KB2	Custodial Site Leader
E	KB4	Custodial Supervisor
N	KB6	Custodial Supervisor, Assistant
N	KB1	Custodian
E	JA5	DA Computer Forensic Investigator
E	JA7	DA Criminal Chief Investigator
E	JA6	DA Criminal Deputy Chief Investigator
N	JA3	DA Criminal Investigator
N	JA4	DA Criminal Investigator, Senior
E	SD2	Data Analyst, Senior
N	SD3	Data Collector
E	SP6	Data Security Manager
E	SP5	Database Administrator, Senior
N	CS1	Departmental Communications Assistant I
E	CS2	Departmental Communications Assistant II
E	CS5	Departmental Communications Manager
E	CS3	Departmental Communications Specialist
E	CS4	Departmental Communications Specialist, Senior
E	HP8	Departmental Contracts Administrator
E	SD1	Departmental Data Analyst
E	FM3	Departmental Finance Manager
N	PE6	Departmental Personnel Specialist
E	TR2	Departmental Trainer

E	DB2-AD	Deputy Assessor, Administrative
E	DB2-AP	Deputy Assessor, Appraisal
E	XJ5	Deputy Dir Multimodal Transportation
E	XJ2	Deputy Director of Public Works
E	XJ6	Deputy Director, Operations
E	SS6	Deputy Director, OSCAR
E	BB6	Deputy Director/CBO
E	DA1	Deputy District Attorney I
E	DA2	Deputy District Attorney II
E	DA3	Deputy District Attorney III
E	DA4	Deputy District Attorney, Senior
E	MR3	Deputy Elections
E	XJ3	Deputy Planning Director
E	DB3	Deputy Treasurer
N	IC1	Detention Specialist
E	DA6	District Attorney, Assistant
E	DA7	District Attorney, First Assistant
E	MR6	Election Manager
N	EE3	Electrical Leadperson
E	MB2	Electrical Manager
N	EE4	Electrical Supervisor
N	EE1	Electrician
N	EE2	Electrician, Journey
E	EL1	Electronics Specialist
E	EM3	Emergency Management Coordinator
E	EM2	Emergency Management Deputy Director
E	EM1	Emergency Management Director
N	CK7	Emergency Medical Dispatch QA Prgm Coord
E	EN1	Engineer I
E	EN2	Engineer II
E	EN3	Engineer III
E	EN4	Engineer, Principal
N	ET2	Engineering Technician
N	ET6	Engineering Technician Supervisor
N	ET3	Engineering Technician, Lead
N	ET5	Engineering Technician, Senior
E	EH1	Environmental Health Specialist I
E	EH2	Environmental Health Specialist II
E	EH3	Environmental Health Specialist III
E	EH2.5	Environmental Health Specialist, Lead
E	EP1	Epidemiologist I
E	EP2	Epidemiologist II
E	EP3	Epidemiologist Supervisor
N	EQ1	Equipment Operator I
N	EQ2	Equipment Operator II
N	EQ3	Equipment Operator III
N	EQ4	Equipment Operator Lead
N	FT4	Fairgrounds Superintendent
N	FT2	Fairgrounds Tech II
N	FT3	Fairgrounds Tech III
E	XD2	Financial Officer
N	FO1	Fire Management Officer
N	FO2	Fire Management Operations Specialist
N	FO4	Firefighter Basic

N	FO3	Firefighter Type I
N	FS1	Fleet Parts Assistant
N	FS2	Fleet Parts Specialist/Coordinator
E	FS3	Fleet Services Shop Supervisor
E	CG5	GIS Manager
E	CG2	GIS Specialist
E	CG1	GIS Specialist, Senior
N	CG3	GIS Technician
N	GA1	Graphic Designer
N	HZ1	Hazardous Materials Specialist
N	HZ2	Hazardous Materials Specialist, Lead
E	HS7	Head Start Center Director
E	HS2	Head Start Coordinator*
E	XM1	Head Start Division Manager
E	HS5	Head Start Family and Community Services Program Manager
E	HS4	Head Start Program Assistant*
E	HS1	Head Start Teacher*
E	HS8	Head Start Teacher, Senior*
N	HS3	Head Start Teacher's Aide
E	PC4	Help Desk Supervisor
E	MX6	Housing and Human Services Deputy Dir
E	MX2	Housing and Human Services Manager A
E	MX3	Housing and Human Services Manager B
E	MX4	Housing and Human Services Manager C
E	MX5	Housing and Human Services Manager D
E	MX7	Housing Authority Executive Director
N	HO2	Housing Coordinator
E	HO5	Housing Director
N	MA4	Housing Maintenance Foreperson
N	MA1	Housing Maintenance Worker I
N	MA2	Housing Maintenance Worker II
N	MA3	Housing Maintenance Worker III
E	HO4	Housing Manager
N	HO1	Housing Specialist
N	HO3	Housing Supervisor
N	HR3	HRIS Analyst
N	AB6	HRIS Specialist
E	HR4	Human Resources Benefits Analyst
N	PE3	Human Resources Benefits Specialist
E	PE1	Human Resources Business Partner
E	PE4	Human Resources Business Partner, Senior
E	HR6	Human Resources Deputy Director
E	PE5	Human Resources Manager
E	HR5	Human Resources Payroll Supervisor
N	PE9	Human Resources Technician
N	HR7	Human Resources Technician, Sr.
N	CA4	Human Services Case Aide
E	SL5	Human Services Casework Manager
N	SL2	Human Services Caseworker A
E	SL3	Human Services Caseworker B
E	SL4	Human Services Caseworker C
E	IM7	Human Services Eligibility Program Manager
N	IM2	Human Services Eligibility Tech. A

N	IM3	Human Services Eligibility Tech. B
N	IM4	Human Services Eligibility Tech. C
E	IM5	Human Services Eligibility Tech. Mgr.
E	SF1	Human Services Financial Specialist
E	MX1	Human Services Investigation & Recovery Mgr
E	WC7	Human Services Lead Applications Developer
N	LT3	Human Services Legal Technician B
N	LT4	Human Services Legal Technician C
E	LT5	Human Services Legal Technician Manager
E	AT5	Human Services Personnel Coordinator
E	IM6	Human Services Program Integrity Manager
E	QA1	Human Services Quality Assurance Coordinator
E	QA2	Human Services Quality Assurance Supervisor
N	RT3	Human Services Recovery Technician
N	SY2	Human Services Systems Specialist
E	IG1	Intergovernmental Programs Coordinator
N	JA2	Investigator I
E	DR1	Jail Forensic Psychiatrist
E	LD1	Land Officer
E	LD2	Land Officer, Senior
E	LA1	Landscape Architect
E	LA2	Landscape Architect, Senior
N	LE2	Law Enforcement Lead Technician
N	LE4	Law Enforcement Records Manager
N	LE1	Law Enforcement Technician
N	LE3	Law Enforcement Technician, Supervisor
E	TR1	Learning and Development Specialist
E	TR3	Learning and Development Specialist, Sr
N	RA5	Legal Assistant I
N	RA7	Legal Assistant II
N	RA6	Legal Assistant, Senior
N	RA4	Legal Secretary
E	RA8	Legal Staff Supervisor
N	MA5	Maintenance Dispatcher
N	MA6	Maintenance Dispatcher Supervisor
N	MH1	Mental Health Clinician I
N	MH2	Mental Health Clinician II
N	MH3	Mental Health Clinician III
E	MR2	Motor Vehicle Coordinator
N	MR5	Motor Vehicle Systems Specialist
E	SP3	Network Engineer
E	SP9	Network Engineer, Senior
N	PG1	Paralegal I
N	PG2	Paralegal II
N	PG3	Paralegal, Senior
E	PM9	Parks Fairgrounds Manager
N	PM3	Parks Foreperson
E	RS6	Parks Manager
E	PM8	Parks Supervisor
N	PM1	Parks Technician I
N	PM2	Parks Technician II

N	PM7	Parks Technician III
E	PT6	Permit Operations Manager
N	PT2	Permit Specialist
E	PT3	Permit Specialist Supervisor
E	PL1	Planner I
E	PL2	Planner II
E	PL6	Planner, Chief
E	PL9	Planner, Principal
E	PL5	Planner, Senior
E	PL7	Planning Division Manager
E	PL4	Planning Manager
N	PT1	Planning Technician
N	PX1	Plans Examiner
E	PX2	Plans Examiner Supervisor
E	PF5	Policy Advisor
E	PF3	Policy Analyst
E	PF4	Policy Analyst, Senior
E	BC4	Procurement Manager
N	PO1	Procurement Specialist I
N	PO2	Procurement Specialist II
N	PO3	Procurement Specialist, Senior
N	PI2	Program Assistant II
N	PI3	Program Assistant III
E	PS1	Program Specialist I
E	PS2	Program Specialist II
E	PS3	Program Specialist III
E	JT2	Project Administrator
E	JT4	Project Manager
E	JT3	Project Manager, Lead
E	JT5	Project Manager, Senior
E	JT1	Project Specialist
E	NU8	Psychiatric Nurse Practitioner
E	PF1	Public Affairs Specialist
E	HD2	Public Health Deputy Director
E	HD1	Public Health Division Director
E	HP1	Public Health Division Manager
E	HN1	Public Health Nurse I
E	HN2	Public Health Nurse II
E	HN3	Public Health Nurse III
E	HL1	Public Health Planner
E	HL2	Public Health Planning Supervisor
E	HP4	Public Health Program Manager
E	CS6	Public Information and Communications Manager
E	PB2	Public Information Officer II
E	MG7	Recording Manager, CCR
N	RT2	Records Specialist
N	RT1	Records Technician
E	RR1	Recovery & Resilience Division Manager
E	RR2	Recovery & Resilience Program Manager
E	NT1	Registered Dietitian I
E	NT2	Registered Dietitian II
N	RP2	Resource Park Ranger
N	RP4	Resource Park Ranger, Senior
E	RP3	Resource Park Ranger, Supervisor

Column4	Column5	Monthly	Column6	Column7
Dropdown Value	Pay Band	Min.	Mid.	Max.
AA1 - Accountant I	10	4,826.00	5,884.00	6,942.00
AA2 - Accountant II	12	5,320.00	6,491.00	7,662.00
AA3 - Accountant III	16	6,468.00	7,890.00	9,312.00
AA9 - Accountant, Lead	15	6,154.00	7,510.50	8,867.00
AB1 - Accounting Clerk I	3	4,026.00	4,483.50	4,941.00
AB2 - Accounting Clerk II	4	4,026.00	4,606.00	5,186.00
AB3 - Accounting Clerk III	7	4,163.00	5,083.00	6,003.00
AA4 - Accounting Manager	20	7,862.00	9,588.00	11,314.00
AB4 - Accounts Technician	9	4,589.00	5,604.00	6,619.00
AD3 - Administrative Assistant	11	5,063.00	6,178.00	7,293.00
DB6 - Administrative Deputy, District Attorney	23	9,095.00	11,095.00	13,095.00
DB6 - Administrative Deputy, District Attorney	DB6	9,095.00	11,095.00	13,095.00
AC2 - Administrative Division Manager	11	5,063.00	6,178.00	7,293.00
AT3 - Administrative Lead Technician	7	4,163.00	5,083.00	6,003.00
AN1 - Administrative Specialist	8	4,372.00	5,334.50	6,297.00
AT4 - Administrative Supervisor	8	4,372.00	5,334.50	6,297.00
AT2 - Administrative Technician	3	4,026.00	4,483.50	4,941.00
AL1 - Agricultural Resources Specialist	16	6,468.00	7,890.00	9,312.00
AC1 - Animal Control Officer	9	4,589.00	5,604.00	6,619.00
AC3 - Animal Control Supervisor	13	5,586.00	6,814.00	8,042.00
DD2 - Application Support Administrator	16	6,468.00	7,890.00	9,312.00
DD3 - Application Support Administrator, Senior	19	7,481.00	9,126.50	10,772.00
WC2 - Applications Developer	17	6,790.00	8,283.50	9,777.00
WC5 - Applications Developer, Senior	21	8,250.00	10,066.00	11,882.00
DD1 - Applications Development Manager	26	10,526.00	12,844.50	15,163.00
WC6 - Applications Development Supervisor	22	8,658.00	10,564.00	12,470.00
AE3-T - Appraisal Trainer	17	6,790.00	8,283.50	9,777.00
AE1 - Appraiser I	9	4,589.00	5,604.00	6,619.00
AE2 - Appraiser II	13	5,586.00	6,814.00	8,042.00
AE3 - Appraiser III	16	6,468.00	7,890.00	9,312.00
AE3-BPP - Appraiser III, BPP	15	6,154.00	7,510.50	8,867.00
AE4 - Appraiser Supervisor	18	7,122.00	8,691.00	10,260.00
AE4-BPP - Appraiser Supervisor, BPP	17	6,790.00	8,283.50	9,777.00
AE4-C - Appraiser Supervisor, Commercial	19	7,481.00	9,126.50	10,772.00
AE2-C - Appraiser, Commercial	15	6,154.00	7,510.50	8,867.00
AE3-C - Appraiser, Senior Commercial	18	7,122.00	8,691.00	10,260.00
AF0 - Architect I	16	6,468.00	7,890.00	9,312.00
AF1 - Architect II	20	7,862.00	9,588.00	11,314.00
AF3 - Architect, Lead	21	8,250.00	10,066.00	11,882.00
DB7 - Assessment Analyst	18	7,122.00	8,691.00	10,260.00
ME2 - Automotive & Heavy Equipment Technician	9	4,589.00	5,604.00	6,619.00
ME3 - Automotive & Heavy Equipment Technician, Sr.	12	5,320.00	6,491.00	7,662.00
AB2-B - Bilingual Accounting Clerk II	5	4,026.00	4,734.50	5,443.00
AT3-B - Bilingual Administrative Lead Technician	8	4,372.00	5,334.50	6,297.00
AT4-B - Bilingual Administrative Supervisor	9	4,589.00	5,604.00	6,619.00
AT2-B - Bilingual Administrative Technician	4	4,026.00	4,606.00	5,186.00
BT1-B - Bilingual Booking Technician	7	4,163.00	5,083.00	6,003.00
ZA5-B - Bilingual Code Compliance Specialist II	12	5,320.00	6,491.00	7,662.00
CC1-B - Bilingual Community Justice Professional I	9	4,589.00	5,604.00	6,619.00
CC2-B - Bilingual Community Justice Professional II	11	5,063.00	6,178.00	7,293.00

CC2-B-C - Bilingual Community Justice Professional II, Clinical	12	5,320.00	6,491.00	7,662.00
CC3-B - Bilingual Community Justice Professional III	13	5,586.00	6,814.00	8,042.00
CC3-B-C - Bilingual Community Justice Professional III, Clinical	14	5,860.00	7,149.50	8,439.00
CS2-B - Bilingual Departmental Communications Coordinator	15	6,154.00	7,510.50	8,867.00
CS3-B - Bilingual Departmental Communications Specialist	17	6,790.00	8,283.50	9,777.00
EH1-B - Bilingual Environmental Health Spec I	11	5,063.00	6,178.00	7,293.00
EH2-B - Bilingual Environmental Health Spec II	14	5,860.00	7,149.50	8,439.00
EH2.5-B - Bilingual Environmental Health Spec, Lead	16	6,468.00	7,890.00	9,312.00
EP1-B - Bilingual Epidemiologist I	12	5,320.00	6,491.00	7,662.00
HS2-B - Bilingual Head Start Coordinator	11	5,063.00	6,178.00	7,293.00
HS5-B - Bilingual Head Start Family and Community Services Program Manager	15	6,154.00	7,510.50	8,867.00
HS4-B - Bilingual Head Start Program Assistant*	4	4,026.00	4,606.00	5,186.00
HS1-B - Bilingual Head Start Teacher*	9	4,589.00	5,604.00	6,619.00
HS3-B - Bilingual Head Start Teacher's Aide	HS3-B	3,192.00	3,894.50	4,597.00
MX2-B - Bilingual Housing and Human Services Manager A	17	6,790.00	8,283.50	9,777.00
HO1-B - Bilingual Housing Specialist	10	4,826.00	5,884.00	6,942.00
LT5-B - Bilingual HS Legal Technician Manager	14	5,860.00	7,149.50	8,439.00
CA4-B - Bilingual Human Services Case Aide	5	4,026.00	4,734.50	5,443.00
SL5-B - Bilingual Human Services Casework Manager	16	6,468.00	7,890.00	9,312.00
SL2-B - Bilingual Human Services Caseworker A	9	4,589.00	5,604.00	6,619.00
SL3-B - Bilingual Human Services Caseworker B	11	5,063.00	6,178.00	7,293.00
SL4-B - Bilingual Human Services Caseworker C	13	5,586.00	6,814.00	8,042.00
IM2-B - Bilingual Human Services Eligibility Tech. A	5	4,026.00	4,734.50	5,443.00
IM3-B - Bilingual Human Services Eligibility Tech. B	9	4,589.00	5,604.00	6,619.00
IM4-B - Bilingual Human Services Eligibility Tech. C	11	5,063.00	6,178.00	7,293.00
IM5-B - Bilingual Human Services Eligibility Tech. Mgr.	14	5,860.00	7,149.50	8,439.00
LT3-B - Bilingual Human Services Legal Tech B	9	4,589.00	5,604.00	6,619.00
LT4-B - Bilingual Human Services Legal Tech C	11	5,063.00	6,178.00	7,293.00
QA1-B - Bilingual Human Services QA Coordinator	11	5,063.00	6,178.00	7,293.00
RT3-B - Bilingual Human Services Recovery Tech	7	4,163.00	5,083.00	6,003.00
IG1-B - Bilingual Intergovernmental Programs Coord	13	5,586.00	6,814.00	8,042.00
MA5-B - Bilingual Maintenance Dispatcher	9	4,589.00	5,604.00	6,619.00
PL1-B - Bilingual Planner I	12	5,320.00	6,491.00	7,662.00
PI2-B - Bilingual Program Assistant II	4	4,026.00	4,606.00	5,186.00
PI3-B - Bilingual Program Assistant III	7	4,163.00	5,083.00	6,003.00
PS1-B - Bilingual Program Specialist I	8	4,372.00	5,334.50	6,297.00
PS2-B - Bilingual Program Specialist II	11	5,063.00	6,178.00	7,293.00
PS3-B - Bilingual Program Specialist III	13	5,586.00	6,814.00	8,042.00
PF1-B - Bilingual Public Affairs Specialist	17	6,790.00	8,283.50	9,777.00
HN2-B - Bilingual Public Health Nurse II	14	5,860.00	7,149.50	8,439.00

HL1-B - Bilingual Public Health Planner	14	5,860.00	7,149.50	8,439.00
SS1-B - Bilingual Sustainability Specialist I	13	5,586.00	6,814.00	8,042.00
SS2-B - Bilingual Sustainability Specialist II	15	6,154.00	7,510.50	8,867.00
VC2-B - Bilingual Volunteer Coordinator, Senior	14	5,860.00	7,149.50	8,439.00
BT1 - Booking Technician	6	4,026.00	4,871.50	5,717.00
MG5 - Bookkeeping Manager, Clerk & Recorder	12	5,320.00	6,491.00	7,662.00
AA6 - Budget Analyst	12	5,320.00	6,491.00	7,662.00
AA5 - Budget Analyst, Senior	17	6,790.00	8,283.50	9,777.00
AA7 - Budget Manager	19	7,481.00	9,126.50	10,772.00
BB1 - Building Inspector	12	5,320.00	6,491.00	7,662.00
BB7 - Building Inspector Supervisor	15	6,154.00	7,510.50	8,867.00
BB5 - Building Inspector, Combination	13	5,586.00	6,814.00	8,042.00
DM2 - Building Services Division Manager, Assistant	22	8,658.00	10,564.00	12,470.00
MW4 - Building Services Maintenance Foreperson	13	5,586.00	6,814.00	8,042.00
MW5 - Building Services Maintenance Operations Supervisor	15	6,154.00	7,510.50	8,867.00
MW1 - Building Services Maintenance Worker I	7	4,163.00	5,083.00	6,003.00
MW2 - Building Services Maintenance Worker II	9	4,589.00	5,604.00	6,619.00
MW3 - Building Services Maintenance Worker III	12	5,320.00	6,491.00	7,662.00
SU5 - Building Services Security Manager	12	5,320.00	6,491.00	7,662.00
SU1 - Building Services Security Officer	4	4,026.00	4,606.00	5,186.00
SU4 - Building Services Security Officer, Lead	5	4,026.00	4,734.50	5,443.00
SU2 - Building Services Security Supervisor	7	4,163.00	5,083.00	6,003.00
WH1 - Building Services Warehouse Worker	8	4,372.00	5,334.50	6,297.00
BA1 - Business Analyst	16	6,468.00	7,890.00	9,312.00
BA2 - Business Analyst, Senior	19	7,481.00	9,126.50	10,772.00
DM3 - Business Operations Division Manager	17	6,790.00	8,283.50	9,777.00
BC1 - Buyer I	9	4,589.00	5,604.00	6,619.00
BC3 - Buyer II	12	5,320.00	6,491.00	7,662.00
CD2 - Chief Deputy	22	8,658.00	10,564.00	12,470.00
CD3 - Chief Deputy Public Trustee	13	5,586.00	6,814.00	8,042.00
DA5 - Chief Trial Deputy District Atty	DA5	11,690.00	13,735.00	15,780.00
CT4 - Civil Construction Field Superintendent	13	5,586.00	6,814.00	8,042.00
CT5 - Civil Construction Supervisor	16	6,468.00	7,890.00	9,312.00
CT2 - Civil Construction Tech II	9	4,589.00	5,604.00	6,619.00
CT3 - Civil Construction Tech III	11	5,063.00	6,178.00	7,293.00
MG6 - Clerk and Recorder Division Manager	12	5,320.00	6,491.00	7,662.00
CR4 - Clerk to the Board	10	4,826.00	5,884.00	6,942.00
CR5 - Clerk to the Board, Assistant	8	4,372.00	5,334.50	6,297.00
ZA4 - Code Compliance Specialist I	10	4,826.00	5,884.00	6,942.00
ZA5 - Code Compliance Specialist II	11	5,063.00	6,178.00	7,293.00
CK6 - Communications Center Director	22	8,658.00	10,564.00	12,470.00
CK3 - Communications Dispatch Supervisor	17	6,790.00	8,283.50	9,777.00
CK2 - Communications Dispatcher	10	4,826.00	5,884.00	6,942.00
CC1 - Community Justice Professional I	8	4,372.00	5,334.50	6,297.00
CC2 - Community Justice Professional II	10	4,826.00	5,884.00	6,942.00
CC2-C - Community Justice Professional II, Clinical	11	5,063.00	6,178.00	7,293.00
CC3 - Community Justice Professional III	12	5,320.00	6,491.00	7,662.00
CC3-C - Community Justice Professional III, Clinical	13	5,586.00	6,814.00	8,042.00
CC4 - Community Justice Program Administrator	16	6,468.00	7,890.00	9,312.00
CX1 - Community Services Manager A	16	6,468.00	7,890.00	9,312.00

CM1 - Community Services Program Manager A	13	5,586.00	6,814.00	8,042.00
CM2 - Community Services Program Manager B	15	6,154.00	7,510.50	8,867.00
PC1 - Computing Specialist I	9	4,589.00	5,604.00	6,619.00
PC2 - Computing Specialist II	13	5,586.00	6,814.00	8,042.00
PC3 - Computing Specialist III	14	5,860.00	7,149.50	8,439.00
CW3 - Construction Crew Foreperson	10	4,826.00	5,884.00	6,942.00
CW4 - Construction Field Superintendent	14	5,860.00	7,149.50	8,439.00
CW5 - Construction Manager	17	6,790.00	8,283.50	9,777.00
ET4 - Construction Project Coordinator	14	5,860.00	7,149.50	8,439.00
CW1 - Construction Worker I	6	4,026.00	4,871.50	5,717.00
CW2 - Construction Worker II	9	4,589.00	5,604.00	6,619.00
ES2 - Control Systems Specialist II	12	5,320.00	6,491.00	7,662.00
ES3 - Control Systems Specialist, Lead	13	5,586.00	6,814.00	8,042.00
ES4 - Control Systems Supervisor	16	6,468.00	7,890.00	9,312.00
MI1 - Coroner Specialist	14	5,860.00	7,149.50	8,439.00
MI2 - Coroner Specialist Supervisor	17	6,790.00	8,283.50	9,777.00
LP1 - Corrections Licensed Practical Nurse	7	4,163.00	5,083.00	6,003.00
NU2 - Corrections Nurse	15	6,154.00	7,510.50	8,867.00
NU3 - Corrections Nurse Administrator	21	8,250.00	10,066.00	11,882.00
NU7 - Corrections Nurse Supervisor	16	6,468.00	7,890.00	9,312.00
CT1 - Corrections Program Coordinator	13	5,586.00	6,814.00	8,042.00
AG7 - County Attorney Administrative Deputy	23	9,095.00	11,095.00	13,095.00
AG1 - County Attorney I, Assistant	19	7,481.00	9,126.50	10,772.00
AG2 - County Attorney II, Assistant	21	8,250.00	10,066.00	11,882.00
AG3 - County Attorney III, Assistant	23	9,095.00	11,095.00	13,095.00
AG5 - County Attorney, Deputy	29	12,185.00	14,869.00	17,553.00
AG4 - County Attorney, Senior Assistant	26	10,526.00	12,844.50	15,163.00
CE1 - County Engineer	27	11,057.00	13,489.50	15,922.00
FL2 - County Fleet Manager	20	7,862.00	9,588.00	11,314.00
CA2 - Crime Analyst	14	5,860.00	7,149.50	8,439.00
KB5 - Custodial Quality Control Coordinator	7	4,163.00	5,083.00	6,003.00
KB2 - Custodial Site Leader	4	4,026.00	4,606.00	5,186.00
KB4 - Custodial Supervisor	12	5,320.00	6,491.00	7,662.00
KB6 - Custodial Supervisor, Assistant	8	4,372.00	5,334.50	6,297.00
KB1 - Custodian	2	4,026.00	4,365.00	4,704.00
JA5 - DA Computer Forensic Investigator	JA5	7,481.00	9,127.00	10,772.00
JA7 - DA Criminal Chief Investigator	JA7	9,549.00	11,650.00	13,750.00
JA6 - DA Criminal Deputy Chief Investigator	JA6	7,862.00	9,588.00	11,314.00
JA3 - DA Criminal Investigator	JA3	6,154.00	7,511.00	8,867.00
JA4 - DA Criminal Investigator, Senior	JA4	6,790.00	8,284.00	9,777.00
SD2 - Data Analyst, Senior	17	6,790.00	8,283.50	9,777.00
SD3 - Data Collector	6	4,026.00	4,871.50	5,717.00
SP6 - Data Security Manager	24	9,549.00	11,649.50	13,750.00
SP5 - Database Administrator, Senior	25	10,023.00	12,232.50	14,442.00
CS1 - Departmental Communications Assistant I	12	5,320.00	6,491.00	7,662.00
CS2 - Departmental Communications Assistant II	14	5,860.00	7,149.50	8,439.00
CS5 - Departmental Communications Manager	20	7,862.00	9,588.00	11,314.00
CS3 - Departmental Communications Specialist	16	6,468.00	7,890.00	9,312.00
CS4 - Departmental Communications Specialist, Senior	19	7,481.00	9,126.50	10,772.00
HP8 - Departmental Contracts Administrator	15	6,154.00	7,510.50	8,867.00
SD1 - Departmental Data Analyst	12	5,320.00	6,491.00	7,662.00
FM3 - Departmental Finance Manager	18	7,122.00	8,691.00	10,260.00
PE6 - Departmental Personnel Specialist	10	4,826.00	5,884.00	6,942.00
TR2 - Departmental Trainer	12	5,320.00	6,491.00	7,662.00

DB2-AD - Deputy Assessor, Administrative	21	8,250.00	10,066.00	11,882.00
DB2-AP - Deputy Assessor, Appraisal	21	8,250.00	10,066.00	11,882.00
XJ5 - Deputy Dir Multimodal Transportation	23	9,095.00	11,095.00	13,095.00
XJ2 - Deputy Director of Public Works	26	10,526.00	12,844.50	15,163.00
XJ6 - Deputy Director, Operations	23	9,095.00	11,095.00	13,095.00
SS6 - Deputy Director, OSCAR	22	8,658.00	10,564.00	12,470.00
BB6 - Deputy Director/CBO	24	9,549.00	11,649.50	13,750.00
DA1 - Deputy District Attorney I	DA1	7,103.00	7,317.00	7,531.00
DA2 - Deputy District Attorney II	DA2	7,439.00	7,960.00	8,481.00
DA3 - Deputy District Attorney III	DA3	8,308.00	8,973.00	9,637.00
DA4 - Deputy District Attorney, Senior	DA4	9,549.00	11,650.00	13,750.00
MR3 - Deputy Elections	22	8,658.00	10,564.00	12,470.00
XJ3 - Deputy Planning Director	26	10,526.00	12,844.50	15,163.00
DB3 - Deputy Treasurer	18	7,122.00	8,691.00	10,260.00
IC1 - Detention Specialist	10	4,826.00	5,884.00	6,942.00
DA6 - District Attorney, Assistant	DA6	12,857.00	15,108.00	17,358.00
DA7 - District Attorney, First Assistant	DA7	13,502.00	15,864.00	18,225.00
MR6 - Election Manager	15	6,154.00	7,510.50	8,867.00
EE3 - Electrical Leadperson	13	5,586.00	6,814.00	8,042.00
MB2 - Electrical Manager	18	7,122.00	8,691.00	10,260.00
EE4 - Electrical Supervisor	16	6,468.00	7,890.00	9,312.00
EE1 - Electrician	9	4,589.00	5,604.00	6,619.00
EE2 - Electrician, Journey	12	5,320.00	6,491.00	7,662.00
EL1 - Electronics Specialist	15	6,154.00	7,510.50	8,867.00
EM3 - Emergency Management Coordinator	16	6,468.00	7,890.00	9,312.00
EM2 - Emergency Management Deputy Director	19	7,481.00	9,126.50	10,772.00
EM1 - Emergency Management Director	22	8,658.00	10,564.00	12,470.00
CK7 - Emergency Medical Dispatch QA Prgm Coord	10	4,826.00	5,884.00	6,942.00
EN1 - Engineer I	16	6,468.00	7,890.00	9,312.00
EN2 - Engineer II	20	7,862.00	9,588.00	11,314.00
EN3 - Engineer III	22	8,658.00	10,564.00	12,470.00
EN4 - Engineer, Principal	24	9,549.00	11,649.50	13,750.00
ET2 - Engineering Technician	11	5,063.00	6,178.00	7,293.00
ET6 - Engineering Technician Supervisor	16	6,468.00	7,890.00	9,312.00
ET3 - Engineering Technician, Lead	14	5,860.00	7,149.50	8,439.00
ET5 - Engineering Technician, Senior	15	6,154.00	7,510.50	8,867.00
EH1 - Environmental Health Specialist I	10	4,826.00	5,884.00	6,942.00
EH2 - Environmental Health Specialist II	13	5,586.00	6,814.00	8,042.00
EH3 - Environmental Health Specialist III	18	7,122.00	8,691.00	10,260.00
EH2.5 - Environmental Health Specialist, Lead	15	6,154.00	7,510.50	8,867.00
EP1 - Epidemiologist I	11	5,063.00	6,178.00	7,293.00
EP2 - Epidemiologist II	14	5,860.00	7,149.50	8,439.00
EP3 - Epidemiologist Supervisor	18	7,122.00	8,691.00	10,260.00
EQ1 - Equipment Operator I	11	5,063.00	6,178.00	7,293.00
EQ2 - Equipment Operator II	12	5,320.00	6,491.00	7,662.00
EQ3 - Equipment Operator III	14	5,860.00	7,149.50	8,439.00
EQ4 - Equipment Operator Lead	15	6,154.00	7,510.50	8,867.00
FT4 - Fairgrounds Superintendent	13	5,586.00	6,814.00	8,042.00
FT2 - Fairgrounds Tech II	8	4,372.00	5,334.50	6,297.00
FT3 - Fairgrounds Tech III	10	4,826.00	5,884.00	6,942.00
XD2 - Financial Officer	23	9,095.00	11,095.00	13,095.00
FO1 - Fire Management Officer	17	6,790.00	8,283.50	9,777.00
FO2 - Fire Management Operations Specialist	13	5,586.00	6,814.00	8,042.00
FO4 - Firefighter Basic	3	4,026.00	4,483.50	4,941.00

FO3 - Firefighter Type I	8	4,372.00	5,334.50	6,297.00
FS1 - Fleet Parts Assistant	6	4,026.00	4,871.50	5,717.00
FS2 - Fleet Parts Specialist/Coordinator	10	4,826.00	5,884.00	6,942.00
FS3 - Fleet Services Shop Supervisor	18	7,122.00	8,691.00	10,260.00
CG5 - GIS Manager	21	8,250.00	10,066.00	11,882.00
CG2 - GIS Specialist	13	5,586.00	6,814.00	8,042.00
CG1 - GIS Specialist, Senior	16	6,468.00	7,890.00	9,312.00
CG3 - GIS Technician	9	4,589.00	5,604.00	6,619.00
GA1 - Graphic Designer	13	5,586.00	6,814.00	8,042.00
HZ1 - Hazardous Materials Specialist	9	4,589.00	5,604.00	6,619.00
HZ2 - Hazardous Materials Specialist, Lead	10	4,826.00	5,884.00	6,942.00
HS7 - Head Start Center Director	11	5,063.00	6,178.00	7,293.00
HS2 - Head Start Coordinator*	10	4,826.00	5,884.00	6,942.00
XM1 - Head Start Division Manager	20	7,862.00	9,588.00	11,314.00
HS5 - Head Start Family and Community Services Program Manager	14	5,860.00	7,149.50	8,439.00
HS4 - Head Start Program Assistant*	3	4,026.00	4,483.50	4,941.00
HS1 - Head Start Teacher*	8	4,372.00	5,334.50	6,297.00
HS8 - Head Start Teacher, Senior*	11	5,063.00	6,178.00	7,293.00
HS3 - Head Start Teacher's Aide	HS3	3,047.00	3,716.00	4,385.00
PC4 - Help Desk Supervisor	16	6,468.00	7,890.00	9,312.00
MX6 - Housing and Human Services Deputy Dir	26	10,526.00	12,844.50	15,163.00
MX2 - Housing and Human Services Manager A	16	6,468.00	7,890.00	9,312.00
MX3 - Housing and Human Services Manager B	18	7,122.00	8,691.00	10,260.00
MX4 - Housing and Human Services Manager C	20	7,862.00	9,588.00	11,314.00
MX5 - Housing and Human Services Manager D	23	9,095.00	11,095.00	13,095.00
MX7 - Housing Authority Executive Director	24	9,549.00	11,649.50	13,750.00
HO2 - Housing Coordinator	12	5,320.00	6,491.00	7,662.00
HO5 - Housing Director	22	8,658.00	10,564.00	12,470.00
MA4 - Housing Maintenance Foreperson	13	5,586.00	6,814.00	8,042.00
MA1 - Housing Maintenance Worker I	7	4,163.00	5,083.00	6,003.00
MA2 - Housing Maintenance Worker II	9	4,589.00	5,604.00	6,619.00
MA3 - Housing Maintenance Worker III	12	5,320.00	6,491.00	7,662.00
HO4 - Housing Manager	17	6,790.00	8,283.50	9,777.00
HO1 - Housing Specialist	9	4,589.00	5,604.00	6,619.00
HO3 - Housing Supervisor	13	5,586.00	6,814.00	8,042.00
HR3 - HRIS Analyst	12	5,320.00	6,491.00	7,662.00
AB6 - HRIS Specialist	12	5,320.00	6,491.00	7,662.00
HR4 - Human Resources Benefits Analyst	13	5,586.00	6,814.00	8,042.00
PE3 - Human Resources Benefits Specialist	10	4,826.00	5,884.00	6,942.00
PE1 - Human Resources Business Partner	13	5,586.00	6,814.00	8,042.00
PE4 - Human Resources Business Partner, Senior	15	6,154.00	7,510.50	8,867.00
HR6 - Human Resources Deputy Director	26	10,526.00	12,844.50	15,163.00
PE5 - Human Resources Manager	21	8,250.00	10,066.00	11,882.00
HR5 - Human Resources Payroll Supervisor	17	6,790.00	8,283.50	9,777.00
PE9 - Human Resources Technician	6	4,026.00	4,871.50	5,717.00
HR7 - Human Resources Technician, Sr.	7	4,163.00	5,083.00	6,003.00
CA4 - Human Services Case Aide	4	4,026.00	4,606.00	5,186.00
SL5 - Human Services Casework Manager	15	6,154.00	7,510.50	8,867.00
SL2 - Human Services Caseworker A	8	4,372.00	5,334.50	6,297.00
SL3 - Human Services Caseworker B	10	4,826.00	5,884.00	6,942.00
SL4 - Human Services Caseworker C	12	5,320.00	6,491.00	7,662.00
IM7 - Human Services Eligibility Program Manager	13	5,586.00	6,814.00	8,042.00
IM2 - Human Services Eligibility Tech. A	4	4,026.00	4,606.00	5,186.00

IM3 - Human Services Eligibility Tech. B	8	4,372.00	5,334.50	6,297.00
IM4 - Human Services Eligibility Tech. C	10	4,826.00	5,884.00	6,942.00
IM5 - Human Services Eligibility Tech. Mgr.	13	5,586.00	6,814.00	8,042.00
SF1 - Human Services Financial Specialist	16	6,468.00	7,890.00	9,312.00
MX1 - Human Services Investigation & Recovery Mgr	13	5,586.00	6,814.00	8,042.00
WC7 - Human Services Lead Applications Developer	19	7,481.00	9,126.50	10,772.00
LT3 - Human Services Legal Technician B	8	4,372.00	5,334.50	6,297.00
LT4 - Human Services Legal Technician C	10	4,826.00	5,884.00	6,942.00
LT5 - Human Services Legal Technician Manager	14	5,860.00	7,149.50	8,439.00
AT5 - Human Services Personnel Coordinator	12	5,320.00	6,491.00	7,662.00
IM6 - Human Services Program Integrity Manager	14	5,860.00	7,149.50	8,439.00
QA1 - Human Services Quality Assurance Coordinator	10	4,826.00	5,884.00	6,942.00
QA2 - Human Services Quality Assurance Supervisor	15	6,154.00	7,510.50	8,867.00
RT3 - Human Services Recovery Technician	6	4,026.00	4,871.50	5,717.00
SY2 - Human Services Systems Specialist	9	4,589.00	5,604.00	6,619.00
IG1 - Intergovernmental Programs Coordinator	12	5,320.00	6,491.00	7,662.00
JA2 - Investigator I	12	5,320.00	6,491.00	7,662.00
DR1 - Jail Forensic Psychiatrist	DR-31	17,250.00	21,045.00	24,840.00
LD1 - Land Officer	16	6,468.00	7,890.00	9,312.00
LD2 - Land Officer, Senior	17	6,790.00	8,283.50	9,777.00
LA1 - Landscape Architect	17	6,790.00	8,283.50	9,777.00
LA2 - Landscape Architect, Senior	19	7,481.00	9,126.50	10,772.00
LE2 - Law Enforcement Lead Technician	8	4,372.00	5,334.50	6,297.00
LE4 - Law Enforcement Records Manager	15	6,154.00	7,510.50	8,867.00
LE1 - Law Enforcement Technician	6	4,026.00	4,871.50	5,717.00
LE3 - Law Enforcement Technician, Supervisor	12	5,320.00	6,491.00	7,662.00
TR1 - Learning and Development Specialist	12	5,320.00	6,491.00	7,662.00
TR3 - Learning and Development Specialist, Sr	14	5,860.00	7,149.50	8,439.00
RA5 - Legal Assistant I	6	4,026.00	4,871.50	5,717.00
RA7 - Legal Assistant II	8	4,372.00	5,334.50	6,297.00
RA6 - Legal Assistant, Senior	11	5,063.00	6,178.00	7,293.00
RA4 - Legal Secretary	10	4,826.00	5,884.00	6,942.00
RA8 - Legal Staff Supervisor	15	6,154.00	7,510.50	8,867.00
MA5 - Maintenance Dispatcher	8	4,372.00	5,334.50	6,297.00
MA6 - Maintenance Dispatcher Supervisor	9	4,589.00	5,604.00	6,619.00
MH1 - Mental Health Clinician I	14	5,860.00	7,149.50	8,439.00
MH2 - Mental Health Clinician II	15	6,154.00	7,510.50	8,867.00
MH3 - Mental Health Clinician III	16	6,468.00	7,890.00	9,312.00
MR2 - Motor Vehicle Coordinator	16	6,468.00	7,890.00	9,312.00
MR5 - Motor Vehicle Systems Specialist	9	4,589.00	5,604.00	6,619.00
SP3 - Network Engineer	19	7,481.00	9,126.50	10,772.00
SP9 - Network Engineer, Senior	21	8,250.00	10,066.00	11,882.00
PG1 - Paralegal I	11	5,063.00	6,178.00	7,293.00
PG2 - Paralegal II	13	5,586.00	6,814.00	8,042.00
PG3 - Paralegal, Senior	16	6,468.00	7,890.00	9,312.00
PM9 - Parks Fairgrounds Manager	19	7,481.00	9,126.50	10,772.00
PM3 - Parks Foreperson	15	6,154.00	7,510.50	8,867.00
RS6 - Parks Manager	23	9,095.00	11,095.00	13,095.00
PM8 - Parks Supervisor	16	6,468.00	7,890.00	9,312.00
PM1 - Parks Technician I	4	4,026.00	4,606.00	5,186.00
PM2 - Parks Technician II	6	4,026.00	4,871.50	5,717.00

PM7 - Parks Technician III	9	4,589.00	5,604.00	6,619.00
PT6 - Permit Operations Manager	14	5,860.00	7,149.50	8,439.00
PT2 - Permit Specialist	6	4,026.00	4,871.50	5,717.00
PT3 - Permit Specialist Supervisor	8	4,372.00	5,334.50	6,297.00
PL1 - Planner I	11	5,063.00	6,178.00	7,293.00
PL2 - Planner II	14	5,860.00	7,149.50	8,439.00
PL6 - Planner, Chief	23	9,095.00	11,095.00	13,095.00
PL9 - Planner, Principal	19	7,481.00	9,126.50	10,772.00
PL5 - Planner, Senior	17	6,790.00	8,283.50	9,777.00
PL7 - Planning Division Manager	22	8,658.00	10,564.00	12,470.00
PL4 - Planning Manager	17	6,790.00	8,283.50	9,777.00
PT1 - Planning Technician	9	4,589.00	5,604.00	6,619.00
PX1 - Plans Examiner	13	5,586.00	6,814.00	8,042.00
PX2 - Plans Examiner Supervisor	16	6,468.00	7,890.00	9,312.00
PF5 - Policy Advisor	24	9,549.00	11,649.50	13,750.00
PF3 - Policy Analyst	21	8,250.00	10,066.00	11,882.00
PF4 - Policy Analyst, Senior	22	8,658.00	10,564.00	12,470.00
BC4 - Procurement Manager	19	7,481.00	9,126.50	10,772.00
PO1 - Procurement Specialist I	9	4,589.00	5,604.00	6,619.00
PO2 - Procurement Specialist II	12	5,320.00	6,491.00	7,662.00
PO3 - Procurement Specialist, Senior	16	6,468.00	7,890.00	9,312.00
PI2 - Program Assistant II	3	4,026.00	4,483.50	4,941.00
PI3 - Program Assistant III	6	4,026.00	4,871.50	5,717.00
PS1 - Program Specialist I	7	4,163.00	5,083.00	6,003.00
PS2 - Program Specialist II	10	4,826.00	5,884.00	6,942.00
PS3 - Program Specialist III	12	5,320.00	6,491.00	7,662.00
JT2 - Project Administrator	18	7,122.00	8,691.00	10,260.00
JT4 - Project Manager	19	7,481.00	9,126.50	10,772.00
JT3 - Project Manager, Lead	22	8,658.00	10,564.00	12,470.00
JT5 - Project Manager, Senior	24	9,549.00	11,649.50	13,750.00
JT1 - Project Specialist	14	5,860.00	7,149.50	8,439.00
NU8 - Psychiatric Nurse Practitioner	25	10,023.00	12,232.50	14,442.00
PF1 - Public Affairs Specialist	16	6,468.00	7,890.00	9,312.00
HD2 - Public Health Deputy Director	26	10,526.00	12,844.50	15,163.00
HD1 - Public Health Division Director	23	9,095.00	11,095.00	13,095.00
HP1 - Public Health Division Manager	22	8,658.00	10,564.00	12,470.00
HN1 - Public Health Nurse I	10	4,826.00	5,884.00	6,942.00
HN2 - Public Health Nurse II	13	5,586.00	6,814.00	8,042.00
HN3 - Public Health Nurse III	16	6,468.00	7,890.00	9,312.00
HL1 - Public Health Planner	13	5,586.00	6,814.00	8,042.00
HL2 - Public Health Planning Supervisor	16	6,468.00	7,890.00	9,312.00
HP4 - Public Health Program Manager	16	6,468.00	7,890.00	9,312.00
CS6 - Public Information and Communications Manager	21	8,250.00	10,066.00	11,882.00
PB2 - Public Information Officer II	21	8,250.00	10,066.00	11,882.00
MG7 - Recording Manager, CCR	14	5,860.00	7,149.50	8,439.00
RT2 - Records Specialist	8	4,372.00	5,334.50	6,297.00
RT1 - Records Technician	7	4,163.00	5,083.00	6,003.00
RR1 - Recovery & Resilience Division Manager	22	8,658.00	10,564.00	12,470.00
RR2 - Recovery & Resilience Program Manager	20	7,862.00	9,588.00	11,314.00
NT1 - Registered Dietitian I	10	4,826.00	5,884.00	6,942.00
NT2 - Registered Dietitian II	12	5,320.00	6,491.00	7,662.00
RP2 - Resource Park Ranger	14	5,860.00	7,149.50	8,439.00
RP4 - Resource Park Ranger, Senior	16	6,468.00	7,890.00	9,312.00
RP3 - Resource Park Ranger, Supervisor	18	7,122.00	8,691.00	10,260.00

Annual	Column8	Column9	Hourly	Column10	Column11
Min.	Mid.	Max.	Min.	Mid.	Max.
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
48,312.00	53,802.00	59,292.00	23.23	25.87	28.51
48,312.00	55,272.00	62,232.00	23.23	26.57	29.92
49,956.00	60,996.00	72,036.00	24.02	29.33	34.63
94,344.00	115,056.00	135,768.00	45.36	55.32	65.27
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
109,140.00	133,140.00	157,140.00	52.47	64.01	75.55
109,140.00	133,140.00	157,140.00	52.47	64.01	75.55
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
49,956.00	60,996.00	72,036.00	24.02	29.33	34.63
52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
48,312.00	53,802.00	59,292.00	23.23	25.87	28.51
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
89,772.00	109,518.00	129,264.00	43.16	52.65	62.15
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
99,000.00	120,792.00	142,584.00	47.60	58.07	68.55
126,312.00	154,134.00	181,956.00	60.73	74.10	87.48
103,896.00	126,768.00	149,640.00	49.95	60.95	71.94
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
85,464.00	104,292.00	123,120.00	41.09	50.14	59.19
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
89,772.00	109,518.00	129,264.00	43.16	52.65	62.15
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
85,464.00	104,292.00	123,120.00	41.09	50.14	59.19
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
94,344.00	115,056.00	135,768.00	45.36	55.32	65.27
99,000.00	120,792.00	142,584.00	47.60	58.07	68.55
85,464.00	104,292.00	123,120.00	41.09	50.14	59.19
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
48,312.00	56,814.00	65,316.00	23.23	27.31	31.40
52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
48,312.00	55,272.00	62,232.00	23.23	26.57	29.92
49,956.00	60,996.00	72,036.00	24.02	29.33	34.63
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08

63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
48,312.00	55,272.00	62,232.00	23.23	26.57	29.92
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
38,304.00	46,734.00	55,164.00	18.42	22.47	26.52
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
48,312.00	56,814.00	65,316.00	23.23	27.31	31.40
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
48,312.00	56,814.00	65,316.00	23.23	27.31	31.40
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
49,956.00	60,996.00	72,036.00	24.02	29.33	34.63
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
48,312.00	55,272.00	62,232.00	23.23	26.57	29.92
49,956.00	60,996.00	72,036.00	24.02	29.33	34.63
52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69

70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
48,312.00	58,458.00	68,604.00	23.23	28.10	32.98
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
89,772.00	109,518.00	129,264.00	43.16	52.65	62.15
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
103,896.00	126,768.00	149,640.00	49.95	60.95	71.94
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
49,956.00	60,996.00	72,036.00	24.02	29.33	34.63
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
48,312.00	55,272.00	62,232.00	23.23	26.57	29.92
48,312.00	56,814.00	65,316.00	23.23	27.31	31.40
49,956.00	60,996.00	72,036.00	24.02	29.33	34.63
52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
89,772.00	109,518.00	129,264.00	43.16	52.65	62.15
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
103,896.00	126,768.00	149,640.00	49.95	60.95	71.94
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
140,280.00	164,820.00	189,360.00	67.44	79.24	91.04
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
103,896.00	126,768.00	149,640.00	49.95	60.95	71.94
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72

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67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
48,312.00	58,458.00	68,604.00	23.23	28.10	32.98
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
49,956.00	60,996.00	72,036.00	24.02	29.33	34.63
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
99,000.00	120,792.00	142,584.00	47.60	58.07	68.55
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
109,140.00	133,140.00	157,140.00	52.47	64.01	75.55
89,772.00	109,518.00	129,264.00	43.16	52.65	62.15
99,000.00	120,792.00	142,584.00	47.60	58.07	68.55
109,140.00	133,140.00	157,140.00	52.47	64.01	75.55
146,220.00	178,428.00	210,636.00	70.30	85.78	101.27
126,312.00	154,134.00	181,956.00	60.73	74.10	87.48
132,684.00	161,874.00	191,064.00	63.79	77.82	91.86
94,344.00	115,056.00	135,768.00	45.36	55.32	65.27
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
49,956.00	60,996.00	72,036.00	24.02	29.33	34.63
48,312.00	55,272.00	62,232.00	23.23	26.57	29.92
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
48,312.00	52,380.00	56,448.00	23.23	25.18	27.14
89,772.00	109,518.00	129,264.00	43.16	52.65	62.15
114,588.00	139,794.00	165,000.00	55.09	67.21	79.33
94,344.00	115,056.00	135,768.00	45.36	55.32	65.27
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
48,312.00	58,458.00	68,604.00	23.23	28.10	32.98
114,588.00	139,794.00	165,000.00	55.09	67.21	79.33
120,276.00	146,790.00	173,304.00	57.83	70.57	83.32
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
94,344.00	115,056.00	135,768.00	45.36	55.32	65.27
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
89,772.00	109,518.00	129,264.00	43.16	52.65	62.15
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
85,464.00	104,292.00	123,120.00	41.09	50.14	59.19
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20

99,000.00	120,792.00	142,584.00	47.60	58.07	68.55
99,000.00	120,792.00	142,584.00	47.60	58.07	68.55
109,140.00	133,140.00	157,140.00	52.47	64.01	75.55
126,312.00	154,134.00	181,956.00	60.73	74.10	87.48
109,140.00	133,140.00	157,140.00	52.47	64.01	75.55
103,896.00	126,768.00	149,640.00	49.95	60.95	71.94
114,588.00	139,794.00	165,000.00	55.09	67.21	79.33
85,236.00	87,804.00	90,372.00	40.98	42.21	43.45
89,268.00	95,520.00	101,772.00	42.92	45.92	48.93
99,696.00	107,670.00	115,644.00	47.93	51.76	55.60
114,588.00	139,794.00	165,000.00	55.09	67.21	79.33
103,896.00	126,768.00	149,640.00	49.95	60.95	71.94
126,312.00	154,134.00	181,956.00	60.73	74.10	87.48
85,464.00	104,292.00	123,120.00	41.09	50.14	59.19
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
154,284.00	181,290.00	208,296.00	74.18	87.16	100.14
162,024.00	190,362.00	218,700.00	77.90	91.52	105.14
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
85,464.00	104,292.00	123,120.00	41.09	50.14	59.19
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
89,772.00	109,518.00	129,264.00	43.16	52.65	62.15
103,896.00	126,768.00	149,640.00	49.95	60.95	71.94
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
94,344.00	115,056.00	135,768.00	45.36	55.32	65.27
103,896.00	126,768.00	149,640.00	49.95	60.95	71.94
114,588.00	139,794.00	165,000.00	55.09	67.21	79.33
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
85,464.00	104,292.00	123,120.00	41.09	50.14	59.19
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
85,464.00	104,292.00	123,120.00	41.09	50.14	59.19
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
109,140.00	133,140.00	157,140.00	52.47	64.01	75.55
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
48,312.00	53,802.00	59,292.00	23.23	25.87	28.51

52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
48,312.00	58,458.00	68,604.00	23.23	28.10	32.98
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
85,464.00	104,292.00	123,120.00	41.09	50.14	59.19
99,000.00	120,792.00	142,584.00	47.60	58.07	68.55
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
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52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
36,564.00	44,592.00	52,620.00	17.58	21.44	25.30
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
126,312.00	154,134.00	181,956.00	60.73	74.10	87.48
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
85,464.00	104,292.00	123,120.00	41.09	50.14	59.19
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114,588.00	139,794.00	165,000.00	55.09	67.21	79.33
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
103,896.00	126,768.00	149,640.00	49.95	60.95	71.94
67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
49,956.00	60,996.00	72,036.00	24.02	29.33	34.63
55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
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63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
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67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
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48,312.00	58,458.00	68,604.00	23.23	28.10	32.98
49,956.00	60,996.00	72,036.00	24.02	29.33	34.63
48,312.00	55,272.00	62,232.00	23.23	26.57	29.92
73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
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67,032.00	81,768.00	96,504.00	32.23	39.31	46.40
89,772.00	109,518.00	129,264.00	43.16	52.65	62.15
52,464.00	64,014.00	75,564.00	25.22	30.78	36.33
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55,068.00	67,248.00	79,428.00	26.48	32.33	38.19
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
63,840.00	77,892.00	91,944.00	30.69	37.45	44.20
207,000.00	252,540.00	298,080.00	99.52	121.41	143.31
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
89,772.00	109,518.00	129,264.00	43.16	52.65	62.15
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73,848.00	90,126.00	106,404.00	35.50	43.33	51.16
109,140.00	133,140.00	157,140.00	52.47	64.01	75.55
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
48,312.00	55,272.00	62,232.00	23.23	26.57	29.92
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60,756.00	74,136.00	87,516.00	29.21	35.64	42.08
70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
109,140.00	133,140.00	157,140.00	52.47	64.01	75.55
89,772.00	109,518.00	129,264.00	43.16	52.65	62.15
81,480.00	99,402.00	117,324.00	39.17	47.79	56.41
103,896.00	126,768.00	149,640.00	49.95	60.95	71.94
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114,588.00	139,794.00	165,000.00	55.09	67.21	79.33
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57,912.00	70,608.00	83,304.00	27.84	33.95	40.05
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70,320.00	85,794.00	101,268.00	33.81	41.25	48.69
120,276.00	146,790.00	173,304.00	57.83	70.57	83.32
77,616.00	94,680.00	111,744.00	37.32	45.52	53.72
126,312.00	154,134.00	181,956.00	60.73	74.10	87.48
109,140.00	133,140.00	157,140.00	52.47	64.01	75.55
103,896.00	126,768.00	149,640.00	49.95	60.95	71.94
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85,464.00	104,292.00	123,120.00	41.09	50.14	59.19

Department
Assessor
Clerk & Recorder
Community Planning & Permitting
Community Services
Coroner
County Administrator
County Attorney
County Commissioners
Description pending
District Attorney
Housing & Human Services
Human Resources
Information Technology
Office of Financial Management
Office of Racial Equity
OSCAR
Parks & Open Space
Public Health
Public Works
Sheriff
Surveyors Office
Treasurer

FTE
0.25
0.50
0.75
1.00



Board of County Commissioners

Boulder County's 2025 National Volunteer Week Proclamation

April is National Volunteer Appreciation Month – a month to recognize and celebrate the wonderful contributions made by volunteers throughout the country. Volunteerism benefits governments and non-profit organizations by boosting civic engagement, mobilizing resources, addressing service gaps, and fostering more inclusive and equitable programming.

The Boulder County Commissioners appreciate the Boulder County volunteers, who contributed **over one hundred thousand hours** of their time, talents, and energy to Boulder County programs in 2024. The passion, skills, and expertise these volunteers brought to our programs helped us provide the best in public service, meeting the needs of our diverse community in meaningful ways.

Now, therefore, be it resolved that the week of April 20 to April 26, 2025 be declared **National Volunteer Week** in Boulder County.

Dated April 15, 2025

Commissioner
Claire Levy

Commissioner
Marta Loachamin

Commissioner
Ashley Stolzmann

Commissioner Claire Levy • Commissioner Marta Loachamin • Commissioner Ashley Stolzmann

Boulder County Courthouse • 1325 Pearl Street • Boulder, Colorado 80302

Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.gov

Commissioners@bouldercounty.gov • Telephone: 303.441.3500 • Fax: 303.441.4525



Boulder County Head Start
Monthly Report to Boulder County Board of Commissioners and Policy Council
April 15, 2025
Boulder County Courthouse 3rd Floor & The Dagny School
AGENDA

1. Meal Service:

- Head Start student meals are covered by [CACFP](#) with any difference in reimbursement due to student absences from the classroom
- The difference between Delivered and Served does not necessarily mean that food is thrown away. Seconds are provided to students, and intact foods are given to families to take home (cereal, crackers, apples, plums, muffins, etc.)

	August	September	October	November	December
Total Meals Delivered:	2783	5472	7326	4662	4662
Total Meals Served:	1706	4035	5446	3361	3386
BVSD Invoice for Meals:	\$7,711.68	\$15,157.44	\$20,293.02	\$12,913.74	\$12,913.74
CACFP Reimbursement:	\$4,788.74	\$11,405.39	\$15,294.90	\$9,565.21	\$9,553.70
BCHS Cost for Meals:	\$2,922.94	\$3,752.05	\$4,998.12	\$3,348.53	\$3360.04
	January	February	March	April	May
Total Meals Delivered:	5661	5661	4995		
Total Meals Served:	3732	3842	3526		
BVSD Invoice for Meals:	\$15,680.97	\$15,680.97	\$13,836.15		
CACFP Reimbursement:	\$10,546.08	\$10,845.42	\$9945.56		
BCHS Cost for Meals:	\$5,134.89	\$4835.55	\$3890.49		
Average Monthly BCHS Cost for Meals: \$4,030.33					

2. Attendance (March):

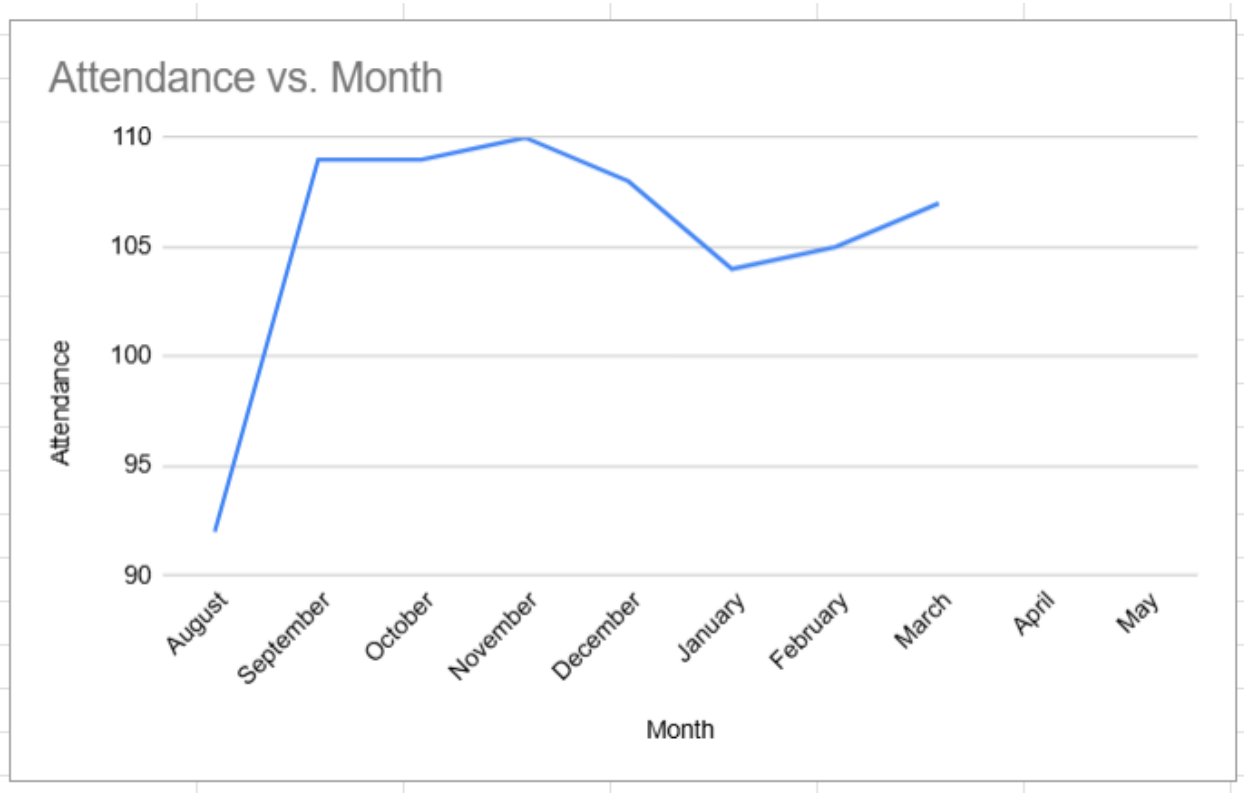
- Dagny, Lafayette: 84%
- Woodlands, Boulder: 87%
- Mapleton-Y, Boulder: 84%
- **Overall Program Attendance: 85%**

3. Enrollment:

- **August:** 92
- **September:** 109
- **October:** 109

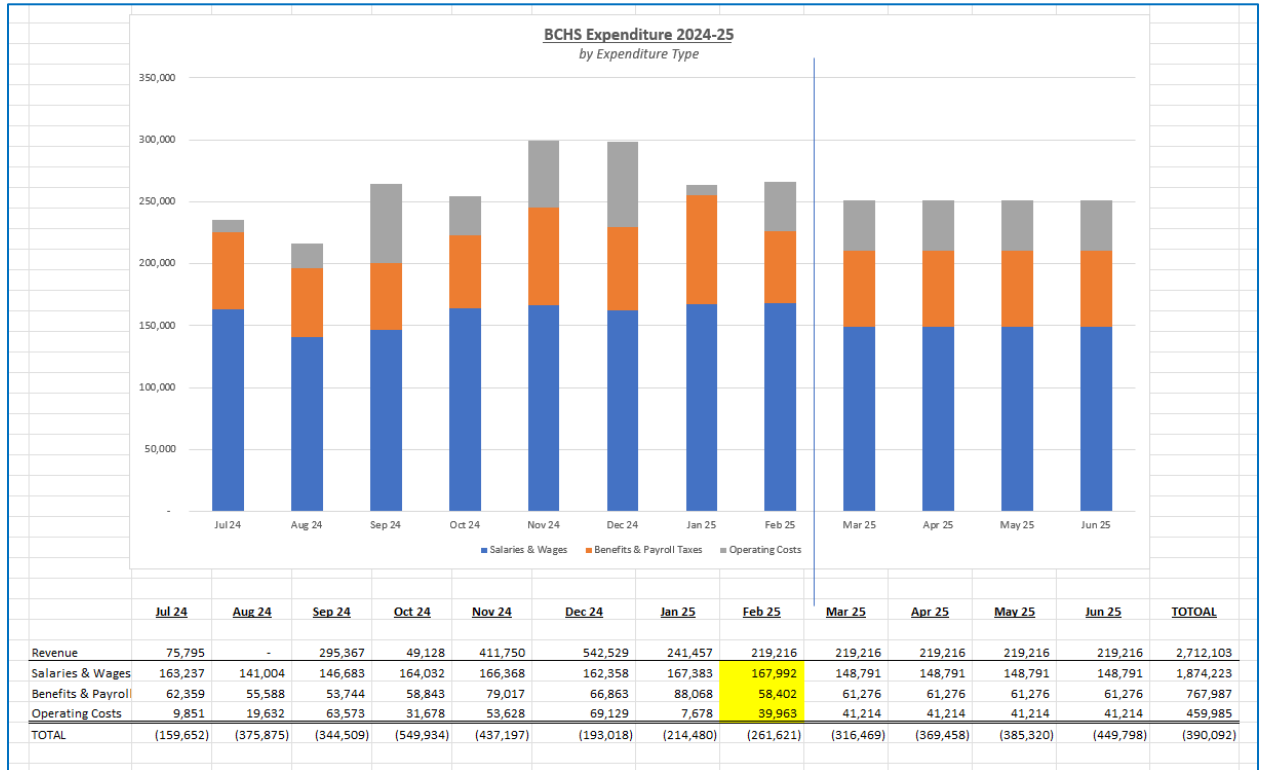


- **November:** 110
- **December:** 108
- **January:** 104
- **February:** 105
- **March:** 107
- The Full Enrollment Initiative count began at the end of September and will continue through April 2025, with the goal to maintain at least 97% (106) of the 110 funded enrollment to be in good standing with the Office of Head Start.



4. Fiscal:

- 2024/25 Budget (reconciled through January 2025): The projected deficit of \$390k at the end of the fiscal year (June 30, 2025) is the result of the CCAP and UPK shortfall, as well as a change to the budget graph to align with the actual pacing of the BOCC subsidy that is spent over the course of a full calendar year.



5. Ongoing Monitoring & Communication (Regional & OHS, BOCC, and Policy Council)

- **FA2** – the program received four non-compliance notices on May 31, 2024 as a result of the federal monitoring review conducted the week of April 1, 2024. One medical and dental screenings non-compliance remains open with a closing date of May 17, 2025.
- **Competition Grant** – the grant application was rejected. An appeal to the decision was submitted April 4, 2025. As the current grant holder, the program is waiting for transition guidance from the Office of Head Start to a new or interim grantee. The transition letter is expected by the end of the current grant cycle – June 30, 2025.



Office of the County Administrator

2025 14th Street • Boulder, Colorado 80302 • Tel: 303-441-3525
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.BoulderCounty.org

To: Boulder County Board of Commissioners

From: Akane Ogren, Head Start Division Manager
Jana Petersen, County Administrator

Re: Child Care program continuation

Date: April 15, 2025

Summary

Boulder County received a federal notice in early March that our agency's grant application for Head Start funding for the 2025-2026 school year has been disqualified. Boulder County Commissioners gave direction at an administrative meeting on March 10 for staff to attempt to appeal the federal decision. We also received guidance to develop options for continuation of a child care program for next school year, even without federal grant funding. The purpose of this memo is to:

1. Present options for immediate Commissioner direction for the 2025-2026 school year
2. Offer preliminary considerations on longer-term options for the 2026-2027 school year and beyond

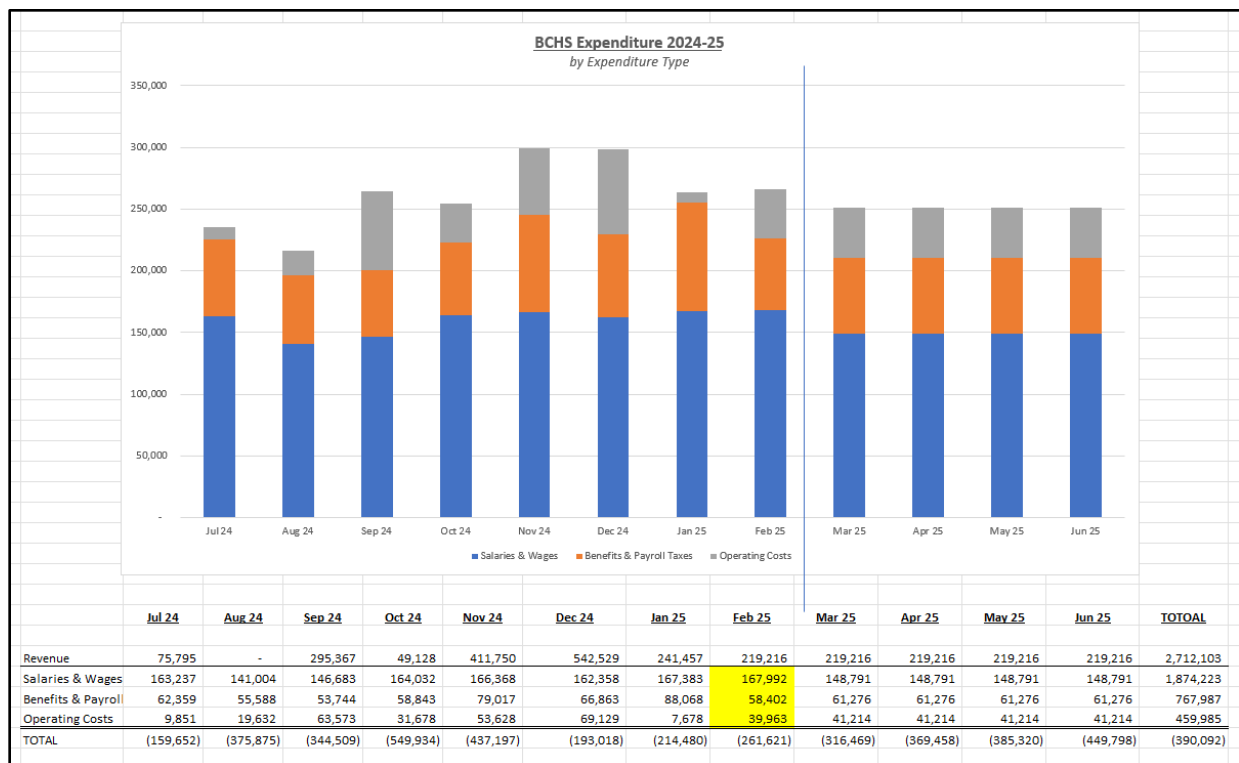
Background

For the 2024-2025 school year, Head Start is serving 110 preschoolers at three locations: Woodlands, Dagny and Mapleton.

The cost of the 2024-2025 school year Head Start program is expected to be \$3.1M. Program revenue sources and expenses are:

Funding Source	Amount
Federal Head Start Grant	\$1,561,229
Boulder County GF transfer	\$727,204
CCAP	\$180,875
Universal Pre-K	\$149,645
CCS	\$11,944
Buell	\$71,000
Donation	\$10,206
TOTAL	\$2,712,103.00

Expense	Amount
Payroll	\$2,642,210
Operating	\$459,985
TOTAL	\$3,102,195.00



Current staffing (without vacancies): 33 Staff Total

- 1 Division Manager (DM)
- 1 Education Services Manager (ESM)
- 1 Early Childhood Mental Health Consultant (ECMHC)
- 1 Health Safety Nutrition Coordinator (HSNC)
- 1 Center Director (CD)
- 3 Family Advocates (FA)
- 7 Teachers (T)
- 6 Teacher Assistants (TA)
- 8 Classroom Aides (CA)
- 3 Kitchen Aides (KA)
- 1 Administrative Assistant

Options for 2025-2026 School Year

Staff have not yet received a response to the request to reconsider our eligibility for federal Head Start funding for the 2025-2026 school year. As the current grantee, Boulder County is expected to receive additional guidance from the Office of Head Start on [transitioning Head Start to another provider](#). Without additional guidance, it's difficult to predict what will happen with the Head Start program in the Boulder Valley School District area for the 2025-2026 school year.

The top priority for staff is to maintain the connection to the federal Head Start program because of the financial and program supports Head Start offers. If the county's request for reconsideration is

denied, then continuation of a child care program through Boulder County would need to be renamed as a different program. Families with children currently enrolled in Head Start would be offered child care under transitional management, and they could select a provider other than Head Start.

Staff researched licensing requirements and is confident current licensing can be maintained with a change in program name. Staff also understands the need to continue to address program deficiencies in the areas of safety and communication that led to the Head Start grant not being renewed.

Finally, staff reviewed the core reasons to continue a child care program, particularly if it may be in competition with a different Head Start provider. Staff believes there is value in Boulder County government continuing to provide child care because of the direct connection to children and families we serve through other programs. No other child care providers can provide the same range of referrals and integrated services as Boulder County through the FAs, ECMHC, HSNC, and education staff who work in our child care program. In addition, federal Head Start staff and funding are being cut, creating concern about the stability of the program nationwide.

With these parameters in mind, three options make sense to consider for the next school year. Under any option, staff recommends ending service at one location next school year. This will address some of the remaining safety and communications program deficiencies by consolidating locations.

Option 1: One site only

Staff believes a small program at one site could operate using existing county resources for 2025-2026, without an increase in funding. This program would serve about 32 preschoolers in two classrooms. This model requires about 10 staff, meaning there would be a large number of layoffs. A Center Director would run the program, with a Family Advocate in partnership or as a direct report. ECMHC and HSNC would report to the Center Director, along with two Teachers and Teacher's Aides. The Classroom Aides and Kitchen Aide could be staff or hourly roles. The Center Director would report to a different Division Manager within Community Services, eliminating the current Head Start Division Manager role. Estimated cost: \$775,000

Option 2: Two sites

A larger program at two locations also is a viable option for the 2025-2026 school year and would require additional local funding. This program would serve about 80 preschoolers in five classrooms. With the added challenge of operating across disbursed sites, additional management staffing is required. This model requires retaining the Head Start Division manager role, along with two Center Directors and Family Advocates. Three more classrooms requires three more Teachers and Teacher's Aides, along with three Classroom Aides and one Kitchen Aide that could be hourly roles. The total staff size would be about 24, requiring fewer layoffs. There also would be a need for additional expenses for staff training/coaching outside of the Head Start system. Estimated cost: \$2M

Option 3: Do nothing

Boulder County could end its child care program. This would save the county roughly \$727,000 a year. This option is inconsistent with preliminary direction received in March and would result in layoffs of about 33 staff. Some families may experience a challenge in finding child care, if they do not wish to transfer to the interim provider.

Not viable option: Keep all three sites

Staff considered whether operation of all three sites is viable for the fall. Retaining all three sites poses safety and communication challenges that staff believe can't be addressed successfully during the months before school begins in the fall.

Direction requested: Do Commissioners prefer staff to pursue Option 1, 2 or 3 for the 2025-2026 school year? Staff recommends option 2.

Considerations for the 2026-2027 School Year

With additional time for planning and the potential for more certainty in federal funding sources, staff believes other options are worth considering. No BOCC direction is requested at this time. Staff anticipates bringing forward more specific information for discussion in the coming months. These long-term options could include:

- Reapplication for Head Start federal funding for the 2026-2027 school year as a standalone program.
- Recruiting a partner to collaborate on a local child care program, with or without federal funding.
- Designing a standalone program, with a goal to own, operate and maintain a preschool facility to ensure future stability and improve operational efficiency.

Next steps

With Commissioner direction, staff will immediately begin planning for the 2025-2026 school year. Communication of this direction to impacted staff and families will be a top priority, followed by communications to other county staff and partner agencies.

**BOULDER COUNTY
BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING**

April 15, 2025 at 1:00 p.m.

All Commissioners' public hearings and meetings will 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.

PUBLIC HEARING

STAFF PLANNER: Jessi Lammers

STAFF RECOMMENDATION REGARDING:

Commissioners' Call-up of SPR-24-0098: Jocas Garage

Proposal: Site Plan Review for the conversion of an existing 286-square-foot carport to a detached garage for a total of 4,459 square feet of residential floor area where the PSM is 4,182 square feet.

Location: 2566 Crestridge Court, in Section 13 & 24, Township 2N, Range 71W.

Zoning: Rural Residential (RR) Zoning District

Applicant: Danielle Lynn

Owner: Povilas Adomas Jocas & Lori Ann Peak

STAFF RECOMMENDATION:

Staff recommend that the Board of County Commissioners uphold the Director's determination for SPR-24-0098 Jocas Garage.

PACKET CONTENTS:

Item	Pages
Staff Memo	1 – 2
SPR-24-0026 Jocas Garage Determination Letter Packet (Attachment C)	A1 – A137
New Material from Applicant	B1
Public Comment received after February 11, 2025	C1

SUMMARY AND RECOMMENDATION

On January 30, 2025, the Community Planning & Permitting Department (CPP) issued a Determination Letter conditionally approving docket *SPR-24-0098 Jocas Garage*, an application for Site Plan Review (SPR) to construct a 286-square-foot garage for a total residential floor area of 4,337 square feet, where the presumptive size maximum is 4,182 square feet. The Board of County Commissioners (BOCC) authorized a call-up of the Director's determination for review before the Board pursuant to Art. 4-809 of the Boulder County Land Use Code (the Code). At the February 11, 2025 BOCC Business Meeting, the BOCC voted two to one to ratify the call-up and hold a public hearing for the proposal.

DISCUSSION

The existing residence on the property was originally constructed in 1975. A building permit was approved for a detached garage in 1976 under BP-76-0002 for a 644-square-foot garage and 240-square-foot carport.

Currently, the Assessor's record identifies 4,051 square feet of existing residential floor area on the parcel, all contained within the existing residence and detached garage. The Determination Letter had relied on the Assessor's records and square footage from the 1976 building permit that showed a 644-square-foot detached garage. However, the applicant has since provided architect-stamped plans to show it was built closer to 667 square feet. Of that, 123 square feet was deconstructed in 2024 without a permit, with the applicant planning to rebuild that same portion as part of the garage addition. This results in an existing 544-square-foot garage. Staff has confirmed that there is 4,051 square feet of existing residential floor area on the parcel – 4,174 square feet of permitted residential floor area minus the 123 square feet that has been deconstructed. The applicants have proposed a total of 286 square feet of new residential floor area, for a proposed total of 4,459 square feet of residential floor area. The Determination Letter incorrectly approved the 4,051 square feet of existing floor area plus the 286 square feet of garage space for a total of 4,337 square feet. When including the 123 square feet that was deconstructed with intent to rebuild, the total approved square footage should be 4,459 square feet. Of that, 4,014 square feet is considered above grade and visible. The garage floor plan included the calculations of the previously permitted area that was deconstructed.

The original application proposed enclosing the previously permitted carport adjacent to the existing detached garage on the subject parcel. The applicant proposed to overcome the presumed compatible size of 4,182 square feet by recognizing 445 square feet of the existing 900-square-foot basement as below grade and not visible. Staff supports the applicant's ability to overcome the presumed compatible size through the underground floor area.

During the application review, CPP staff did not have concerns regarding the impact of the proposed garage. As such, the Determination Letter approved the garage as proposed.

During the February 11, 2025 BOCC Business meeting where the call-up was considered, the BOCC requested that staff clarify the existing and proposed square footage. Staff note that the Determination Letter did not include the permitted but deconstructed square footage of the garage.

Following the issuance of the Determination Letter, CPP staff received one comment expressing general support for the proposal. Attachment B includes the full text of the public comment received by staff.

Staff recommend that the BOCC uphold the Director's Determination for *SPR-24-0098 Jocas Garage* as described in the attached Determination Letter packet, with the updated total square footage of 4,459 square feet.



Community Planning & Permitting

ATTACHMENT A

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306
303-441-3930 • www.BoulderCounty.gov

Claire Levy County Commissioner

Marta Loachamin County Commissioner

Ashley Stolzmann County Commissioner

1/30/2025

Danielle Lynn
Po Box 1698
Lyons, Colorado 80540

Povilas Adomas Jocas
2566 Crestridge Court
Boulder, CO

Lori Anne Peak
2566 Crestridge Court
Boulder, CO

Dear Applicant(s):

This letter certifies that in accordance with section 4-800 of the Boulder County Land Use Code, the Boulder County CPP Director has Approved with Conditions the site plan for the following, effective January 30, 2025.

Docket: SPR-24-0098 Jocas & Peek Garage

Request: Site Plan Review for the conversion of an existing 286-square-foot carport to a detached garage for a total of 4,459 square feet of residential floor area where the PSM is 4,182 square feet.

Location: 2566 CRESTRIDGE COURT

Zoning: Rural Residential

Applicant: Danielle Lynn

This is a Conditional Approval made by the CPP Director, and is not final until a 14-day referral period has transpired. During the next 14 days, the Board of County Commissioners (BOCC) may choose to call this docket up for a public hearing. If no hearing is required, this letter will serve as the final determination. Building, grading and access permits will be subject to any and all conditions of approval.

If the BOCC should decide to modify the CPP Director's approval, or determines that further review is necessary, a public hearing will be held. Upon completion of the public hearing and approval by the BOCC, if a building, grading or access permit has been applied for, it will continue in the process and permits may be issued subject to any and all conditions of approval.

In the event that you wish to appeal any conditions of the CPP Director's determination, you are entitled to appeal the determination to the BOCC. You must file an appeal for this purpose with the CPP Department in writing no later than 14 days after the date of this letter. If an appeal is requested, the BOCC will review the CPP Director's determination at a public meeting.

Please be aware that the attached Conditions of Approval become final if the docket is not called up by the BOCC at the end of the 14-day review period. There are no other administrative means to appeal. If you wish to resubmit information with regards to complying with any of the attached Conditions of Approval, and have this information reviewed for approval by staff prior to the end of the 14-day review period, your submissions must be received by the office no later than 10 days from the date of this letter.

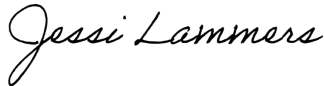
Site Plan Review approval is valid for three years from the date of this letter although any changes in County regulations could affect the proposal prior to application for a building permit. In order to be issued a building permit, the project must comply with all policies and regulations in effect at the time of permit application.

A Building Permit cannot be issued for this project until the applicable conditions above have been met. Furthermore, a Certificate of Occupancy cannot be issued for this project until the applicable conditions above have been met. A SPR inspection will need to be scheduled with this department prior to the issuance of a Certificate of Occupancy. None of the conditions of approval will be waived or a Certificate of Occupancy issued for this project based upon the applicant's need to meet financial obligations (i.e., construction cost overruns or loan closing dates). Any future additions to the approved structure, regardless of size, will require SPR approval to amend this SPR.

The Public Notice sign must remain posted for 14 days after the date of this letter and then returned to the CPP Department in a timely manner after this date. Or, if your Site Plan Review application requires a public hearing, please return the sign after the final public hearing. We will begin processing a refund for the \$25 sign deposit when your sign is returned, and a check will be mailed to you within approximately 2 weeks.

Please carefully review the attached conditions of approval. Compliance with these conditions will be confirmed as is necessary throughout the process.

Sincerely,

A handwritten signature in cursive script that reads "Jessi Lammers".

Jessica Lammers

SPR-24-0098: Jocas Garage
 2566 Crestridge Ct
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 January 30, 2025

APPLICATION #: SPR-24-0098
 APPLICANT: Povilas Adomas Jocas & Lori Anne Peek (owners)
 PROJECT LOCATION: 2566 Crestridge Ct
 PROJECT SUMMARY: Site Plan Review for the conversion of a 286 square foot carport to a detached garage for a total of 4,337 square feet on a 3.83-acre parcel where the presumptive size maximum is 4,182 square feet.

CONDITIONS OF APPROVAL

Per Article 4-802.A of the Boulder County Land Use Code (the Code), Site Plan Review is required for this proposed development because it will result in an increase in residential floor area greater than 125% of the median residential floor area for the defined neighborhood in which the subject parcel is located. In this case, the applicant has proposed to convert a 286-square-foot carport to a detached garage resulting in 4,337 square feet of residential floor area where the presumptive size maximum for the defined neighborhood is 4,182 square feet.

Article 4-806 of the Code states that no Site Plan Review can be approved without compliance with the following standards. All site plan review applications must be reviewed in accordance with the following standards which the Director has determined to be applicable based on the nature and extent of the proposed development. ***Only those standards applicable to this project are included in this list.***

1. ***To provide a greater measure of certainty as to the applicable neighborhood relevant for comparison, the following definition of neighborhood shall be used to review proposed Site Plan Review applications:***

- a. ***For applications inside platted subdivisions, which have seven or more developed lots, the neighborhood is that platted subdivision.***

The applicable neighborhood for the subject parcel is the Crestview Estates 2 Subdivision.

2. ***The size of the resulting development (residential or nonresidential) must be compatible with the general character of the defined neighborhood.***
 - a. ***In determining size compatibility of residential structures within the defined neighborhood, it is presumed that structures of a size within the larger of a total residential floor area of either (1) 125% of the median residential floor area for that defined neighborhood or (2) of a total residential floor area of 1,500 square feet in the mapped townsites of Allenspark, Eldora, Eldorado Springs, Raymond, and Riverside, or 2,500 square feet for all other areas of the County, are compatible with that neighborhood, subject also to a determination that the resulting size complies with the other Site Plan Review standards in this section 4-806.A.***

A. SIZE PRESUMPTION

SPR-24-0098: Jocas Garage
 2566 Crestridge Ct
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The presumed compatible size of residential structures within the defined neighborhood (see Standard 1 above for the applicable neighborhood) is 4,182 square feet.

Median (total residential floor area) in the defined neighborhood*	3,346 square feet
125% of the median residential floor area in the defined neighborhood	4,182 square feet
Total existing residential floor area on the subject parcel*	4,051 square feet
Total proposed residential floor area	4,337 square feet

**Source: Boulder County Assessor's records, as verified by CPP staff for the subject parcel.*

b. Either the applicant or the Director may demonstrate that this presumption does not adequately address the size compatibility of the proposed development with the defined neighborhood.

i. Factors to be considered when determining the adequacy of this presumption and whether it can be overcome include:

A. The visibility of the proposed development from other private parcels within the defined neighborhood, as well as public roads and open space both within and outside that defined neighborhood.
1. The proposed development must be minimally visible from the above-listed areas. Mitigation of visibility impacts may be achieved by:

(b) underground construction to screen the proposed development; existing underground residential floor area may be considered, or

ABILITY TO OVERCOME THE SIZE PRESUMPTION

Article 4-806.A.2.b. of the Code provides that either the applicant or Director may demonstrate that the presumed compatible size does not adequately address the size compatibility of the proposed development within the defined neighborhood. Per Article 4-806.A.2.b.i.A.1.b, a proposed development may be able to overcome the presumed compatible size if visibility from other private parcels, public road, and open space is sufficiently mitigated by means of underground construction.

In this case, staff finds that the visibility of the proposed development from other private parcels within the defined neighborhood is mitigated because 445 square feet of the existing residence is fully subterranean and not visible from adjacent properties and public roads. The total resulting above-grade floor area of 4,014 square feet is compatible with the existing character of development within the defined neighborhood. Above-grade floor area totals within the defined neighborhood range from 648 square feet to

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 2566 Crestridge Ct
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5,353 square feet. Above grade floor area totals are not entirely inclusive of the visible residential floor area for the defined neighborhood because several parcels consist of a residence with either a walk-out basement or bi-level split.

Therefore, staff finds that the presumed compatible size of 4,182 square feet can be overcome to a maximum residential floor area of 4,337 square feet, with a maximum of 4,014 square feet of above grade floor area. Further, staff finds no significant adverse impacts related to standards 3-15 of Article 4-806.A.

B. APPROVED SIZE

RESIDENTIAL FLOOR AREA*	
Total existing residential floor area on the subject parcel	4,051 square feet
Approved NEW residential floor area	Maximum of 286 square feet
Approved TOTAL residential floor area	Maximum of 4,337 square feet Maximum of 4,014 above grade square feet

**Residential Floor Area includes all attached and detached floor area on a parcel including principal and accessory structures used or customarily used for residential purposes, such as garages, studios, pool houses, home offices, and workshops, excluding covered deck. Floor area does not include the area of any covered porch. Gazebos, carports, detached greenhouses and hoopouses up to a total combined size of 400 square feet are also exempt.*

The applicants propose to construct a 286-square-foot attached garage.

Staff supports the size as proposed since the resulting size of 4,337 square feet (4,014 of which is above grade and visible) is compatible with the general character of the defined neighborhood, as discussed above.

- The location of existing or proposed buildings, structures, equipment, grading, or uses shall not impose an undue burden on public services and infrastructure.***

ACCESS REQUIREMENTS

The subject property is accessed via Crestridge Court, a paved Boulder County owned and maintained right-of-way (ROW) with a Functional Classification of Local Secondary. Legal access is demonstrated via adjacency to this public ROW.

As presented, staff have no concerns with the proposed garage.

During Construction, all vehicles and construction materials including stockpiles, machinery, dumpsters, and other items must be staged on the subject property or within the private access to not impede the travel way or drainage.

- The proposed development shall avoid natural hazards, including those on the subject property and those originating off-site with a reasonable likelihood of affecting the***

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 2566 Crestridge Ct
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subject property. Natural hazards include, without limitation, expansive soils or claystone, subsiding soils, soil creep areas, or questionable soils where the safe-sustaining power of the soils is in doubt; landslides, mudslides, mudfalls, debris fans, unstable slopes, and rockfalls; flash flooding corridors, alluvial fans, floodways, floodplains, and flood-prone areas; and avalanche corridors. Natural hazards may be identified in the Comprehensive Plan Geologic Hazard and Constraint Areas Map or through the Site Plan Review process using the best available information. Best available information includes, without limitation, updated topographic or geologic data, Colorado Geologic Survey landslide or earth/debris flow data, interim floodplain mapping data, and creek planning studies. Development within or affecting such natural hazards may be approved, subject to acceptable measures that will satisfactorily mitigate all significant hazard risk posed by the proposed development to the subject property and surrounding area, only if there is no way to avoid one or more hazards, no other sites on the subject property can be reasonably developed, or if reasonably necessary to avoid significant adverse impacts based upon other applicable Site Plan Review criteria.

The proposed development area is located within landslide inventory and landslide susceptibility area with no way to avoid either. Staff does not foresee the potential for significant hazard risk posed by the proposed development.

5. ***The site plan shall satisfactorily mitigate the risk of wildfire both to the subject property and those posed to neighboring properties in the surrounding area by the proposed development. In assessing the applicable wildfire risk and appropriate mitigation measures, the Director shall consider the referral comments of the County Wildfire Mitigation Coordinator and the applicable fire district, and may also consult accepted national standards as amended, such as the Urban-Wildland Interface Code; National Fire Protection Association (NFPA); International Fire Code; and the International Building Code.***

The proposed project is in Wildfire Zone 1 of unincorporated Boulder County. Therefore, wildfire mitigation is required. The Boulder County wildfire mitigation requirements are composed of site location, ignition-resistant materials and construction, defensible space, emergency water supply, and emergency vehicle access.

There are two paths for completing Boulder County's Defensible Space requirements: 1) Wildfire Partners Certificate or 2) Regulatory Wildfire Mitigation. Contact a Boulder County Wildfire Mitigation Specialist at 303-441-3926 to discuss these paths and associated steps.

On Building Permit application, select either the Wildfire Partners or the Regulatory Wildfire Mitigation path.

Prior to issuance of any permits, a Wildfire Partners or Regulatory Wildfire Mitigation assessment and defensible space marking must be completed. Based upon the path selected, either a Wildfire Partners Assessment report or a Wildfire Mitigation Plan will be created which will describe the wildfire mitigation requirements to be implemented.

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Before scheduling rough inspections, vegetation marked for removal must be cut and all slash, cuttings, and debris must be removed or properly disposed of and inspected by the Boulder County Community Planning & Permitting Department.

The [Fire Sprinkler and Fire Cistern Approval Form](#) must be submitted to the Boulder County Building Safety & Inspection Services at ezbp@bouldercounty.org (or Fax: 303-441-4856 or P.O. Box 471, Boulder, Colorado, 80306) after the fire protection district completes the Community Cistern or Individual Fire Cistern portion.

At the time of final inspections, all required items in the Wildfire Partners Assessment Report or Regulatory Wildfire Mitigation Plan are to be implemented, inspected and approved by a Wildfire Mitigation Specialist, and approved.

Please refer to Section R327 of the Boulder County Building Code for Ignition-Resistant Construction requirements. See the referral from the Wildfire Mitigation Team for more information on the County's wildfire mitigation requirements, including: site location, emergency water supply, and emergency vehicle access. See the referral from the Building Safety & Inspection Services Team for more information on the County's Automatic Fire Sprinkler System requirement.

9. ***The development shall avoid significant historic or archaeological resources as identified in the Comprehensive Plan or the Historic Sites Survey of Boulder County, or through the Site Plan Review process. Development within or affecting such resources may be approved, subject to acceptable mitigation measures and in the discretion of the Director, only if no other sites on the subject property can be reasonably developed, or only if reasonably necessary to avoid significant adverse impacts based upon other applicable Site Plan Review criteria.***

The proposed development area is located archeologically sensitive areas. Staff does not foresee the potential for significant impact to the archeologically sensitive areas posed by the proposed development.

10. ***The development shall not have a significant negative visual impact on the natural features or neighborhood character of surrounding area. Development shall avoid prominent, steeply sloped, or visually exposed portions of the property. Particular consideration shall be given to protecting views from public lands and rights-of-way, although impacts on views of or from private properties shall also be considered. Development within or affecting features or areas of visual significance may be approved, subject to acceptable mitigation measures and in the discretion of the Director, only if no other sites on the subject property can be reasonably developed, or only if reasonably necessary to avoid significant adverse impacts based upon other applicable site plan review criteria.***
 - b. ***For development anywhere in the unincorporated areas of the county, mitigation of visual impact may include changing structure location, reducing or relocating windows and glazing to minimize visibility, reducing structure height, changing structure orientation, requiring exterior color and materials***

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that blend into the natural environment, and/or lighting requirements to reduce visibility at night.

The proposed garage will result in similar total residential floor area as other parcels in the defined neighborhood and staff does not foresee the potential for negative visual impacts to the surrounding area.

	APPROVED
Location	As shown on the site plan (undated) received December 31, 2024
Elevations	As shown on the site plan dated December 23, 2024.
Height	Approximately 12 feet

A. EXTERIOR COLORS AND MATERIALS

The application materials indicate grey will be used for the siding and weathered wood colors will be used for the roof; however, no color samples were provided. Hardie siding is proposed to be used for the exterior walls, and Class A shingles are proposed to be used for the roof. Samples of the exterior colors and materials must be provided to ensure visual impacts of the development are minimized and that the development blends in with the natural environment and neighborhood character of the surrounding area. This ensures that they are compatible with the policies and goals established by the Comprehensive Plan and provisions of the Code and will not result in an adverse impact on surrounding properties.

Prior to issuance of building permits, submit to the Community Planning & Permitting Department for review and approval, one set of exterior color samples (color chips, brochure, or catalog page) and material samples to be used including roof, siding and trim. Samples may be provided electronically. Samples should be included as part of the building plan set required at the time of permit application. Materials must have a matte finish.

At the time of final inspection, the Community Planning & Permitting Department must inspect and verify that the approved color samples are used on the new structure.

B. LIGHTING FIXTURES / LOCATION

The locations and types of exterior lighting fixtures were not provided in the application.

Prior to issuance of building permits, if exterior lights is proposed, one copy of a proposed lighting plan must be submitted to the Community Planning & Permitting Department for review and approval. [Down lighting](#) is required, meaning that all bulbs must be fully shielded to prevent light emissions above a horizontal plane drawn from the bottom of the fixture. The lighting plan must indicate the location of all exterior fixtures on the site and structure, and must include cut sheets (manufacturer's specifications with picture or diagram) of all proposed fixtures. The lighting plan must be included as part of the building plan set required at the time of permit application.

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 January 30, 2025

Prior to issuance of a Certificate of Occupancy, the full installation of the approved lighting plan must be inspected and approved by the Community Planning & Permitting Department.

- 11. *The location of the development shall be compatible with the natural topography and existing vegetation and the development shall not cause unnecessary or excessive site disturbance. Such disturbance may include but is not limited to long driveways, over-sized parking areas, or severe alteration of a site's topography. Driveways or grading shall have a demonstrated associated principal use.***

A. LOCATION

The locations shown on the site plan (undated) received December 31, 2024 are approved as proposed.

B. EARTHWORK AND GRADING

There is no proposed earthwork or grading in the submitted plan set.

C. UTILITIES

To minimize disturbances to the site, all utility service lines must be routed underground (see [Article 7-1200](#) of the Code) and should be located in areas already disturbed or proposed to be disturbed (e.g., along driveway).

Prior to issuance of building and grading permits, submit to the Community Planning & Permitting Department for review and approval a plan depicting the routing of all utility services. The utility routing plan must be included as part of the building plan set required at the time of permit application.

At the time of building inspections, full installation of the utilities per the approved plan must be inspected and confirmed by the Community Planning & Permitting Department.

- 12. *Runoff, erosion, and/or sedimentation from the development shall not have a significant adverse impact on the surrounding area.***

EROSION CONTROL

Perimeter control of sedimentation (i.e., erosion control logs) is required for all disturbed areas and must be installed downslope and parallel to contours prior to construction and maintained throughout the construction process until revegetation has been established. Stockpiled fill piles in place over 30 days must be properly covered and/or stabilized with temporary vegetation.

Prior to any grading or site disturbance, appropriate perimeter control measures such as sediment control logs must be installed downslope and parallel to contours at all disturbed areas and around staging areas. The location and types of perimeter control must be shown on site plans submitted for building permit approval.

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 2566 Crestridge Ct
 Page 8 of 8
 January 30, 2025

15. *The proposal shall be consistent with the Comprehensive Plan, any applicable intergovernmental agreement affecting land use or development, and this Code.*

As conditioned this proposal will be consistent with the Comprehensive Plan, intergovernmental agreements, and this Code.

ADDITIONAL REQUIREMENTS AND INFORMATION:

BUILDING PERMITS: A building permit, plan review, inspection approvals, and a Certificate of Occupancy (“C.O.”) are required for the proposed garage and carport.

Please refer to the county’s adopted 2015 editions of the International Codes and code amendments, which can be found via the internet under the link:

[Amendments to Boulder County Building Code effective June 6, 2022](#)

DESIGN WIND AND SNOW LOADS: The design wind and snow loads for the property are 165 mph (Vult) and 50 psf, respectively.

IGNITION-RESISTANT CONSTRUCTION AND DEFENSIBLE SPACE: Please refer to Section R327 of the Boulder County Building Code for wildfire hazard mitigation requirements, including ignition-resistant construction and defensible space.

ELECTRIC VEHICLE CHARGING: Boulder County Code requires:

- a. R329.1 Electric vehicle charging pre-wire option. In addition to the one 125-volt receptacle outlet required for each car space by NEC Section 210.52(G) (1.), every new garage or carport that is accessory to a one- or two-family dwelling or townhouse shall include at least one of the following, installed in accordance with the requirements of Article 625 of the Electrical Code:
 - i. A Level 2 (240-volt) electric vehicle charging receptacle outlet, or
 - ii. Upgraded wiring to accommodate the future installation of a Level 2 (240-volt) electric vehicle charging receptacle outlet, or
 - iii. Electrical conduit to allow ease of future installation of a Level 2 (240-volt) electric vehicle charging receptacle outlet.

PLAN REVIEW: The items listed above are a general summary of some of the county’s building code requirements. A much more detailed plan review will be performed at the time of building permit application, when full details are available for review, to assure that all applicable minimum building codes requirements are to be met. Our Residential Plan Check List and other Building Safety publications can be found at: [Building Publications, Applications and Forms – Boulder County](#)

If the applicants should have questions or need additional information, we’d be happy to work with them toward solutions that meet minimum building code requirements. Please call (720) 564-2640 or contact us via e-mail at building@bouldercounty.gov.



Boulder County Land Use Department

Courthouse Annex Building
2045 13th Street • PO Box 471 • Boulder, Colorado 80302
Phone: 303-441-3930
Email: planner@bouldercounty.org
Web: www.bouldercounty.org/lu
Office Hours: Mon., Wed., Thurs., Fri. 8 a.m. to 4:30 p.m.
Tuesday 10 a.m. to 4:30 p.m.

Shaded Areas for Staff Use Only

Intake Stamp

Planning Application Form

The Land Use Department maintains a submittal schedule for accepting applications. Planning applications are accepted on Mondays, by appointment only. Please call 303-441-3930 to schedule a submittal appointment.

Project Number		Project Name	
<input type="checkbox"/> Appeal <input type="checkbox"/> Correction Plat <input type="checkbox"/> Exemption Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Limited Impact Special Use <input type="checkbox"/> Limited Impact Special Use Waiver <input type="checkbox"/> Location and Extent	<input type="checkbox"/> Modification of Site Plan Review <input type="checkbox"/> Modification of Special Use <input type="checkbox"/> Preliminary Plan <input type="checkbox"/> Resubdivision (Replat) <input type="checkbox"/> Rezoning	<input type="checkbox"/> Road Name Change <input type="checkbox"/> Road/Easement Vacation <input checked="" type="checkbox"/> Site Plan Review <input type="checkbox"/> Site Plan Review Waiver <input type="checkbox"/> Sketch Plan <input type="checkbox"/> Special Use/SSDP	<input type="checkbox"/> Special Use (Oil & Gas development) <input type="checkbox"/> State Interest Review (1041) <input type="checkbox"/> Subdivision Exemption <input type="checkbox"/> Variance <input type="checkbox"/> Other:
Location(s)/Street Address(es) 2566 Crestridge Ct, Boulder, CO 80302			
Subdivision Name Crestview Estates 2			
Lot(s) 8	Block(s) BLK A	Section(s)	Township(s)
Area in Acres 3.87	Existing Zoning RR	Existing Use of Property residential	Number of Proposed Lots 1
Proposed Water Supply existing well		Proposed Sewage Disposal Method existing septic	

Applicants:

Applicant/Property Owner Povilas Adomas Jocas			Email paul.jocas@yahoo.com
Mailing Address 2566 Crestridge Ct			
City Boulder	State CO	Zip Code 80302	Phone 818-618-6475
Applicant/Property Owner/Agent/Consultant Lori Ann Peek			Email
Mailing Address 2566 Crestridge Ct			
City Boulder	State CO	Zip Code 80302	Phone
Agent/Consultant Danielle Lynn, enContext Architecture			Email Danielle@Context-Architect.com
Mailing Address PO Box 1698			
City Lyons	State CO	Zip Code 80540	Phone 303-947-2497

Certification (Please refer to the Regulations and Application Submittal Package for complete application requirements.)

I certify that I am signing this Application Form as an owner of record of the property included in the Application. I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. I understand that all materials required by Boulder County must be submitted prior to having this matter processed. I understand that public hearings or meetings may be required. I understand that I must sign an Agreement of Payment for Application processing fees, and that additional fees or materials may be required as a result of considerations which may arise in the processing of this docket. I understand that the road, school, and park dedications may be required as a condition of approval. I understand that I am consenting to allow the County Staff involved in this application or their designees to enter onto and inspect the subject property at any reasonable time, without obtaining any prior consent.

All landowners are required to sign application. If additional space is needed, attach additional sheet signed and dated.

Signature of Property Owner 	Printed Name Povilas Jocas	Date 12/27/24
Signature of Property Owner 	Printed Name Lori Peek	Date 12/27/24

The Land Use Director may waive the landowner signature requirement for good cause, under the applicable provisions of the Land Use Code.



Community Planning & Permitting

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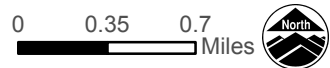
Vicinity

2566 CRESTRIDGE CT

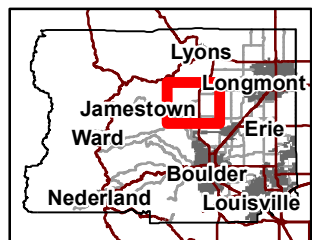
Subject Parcel

Subdivisions

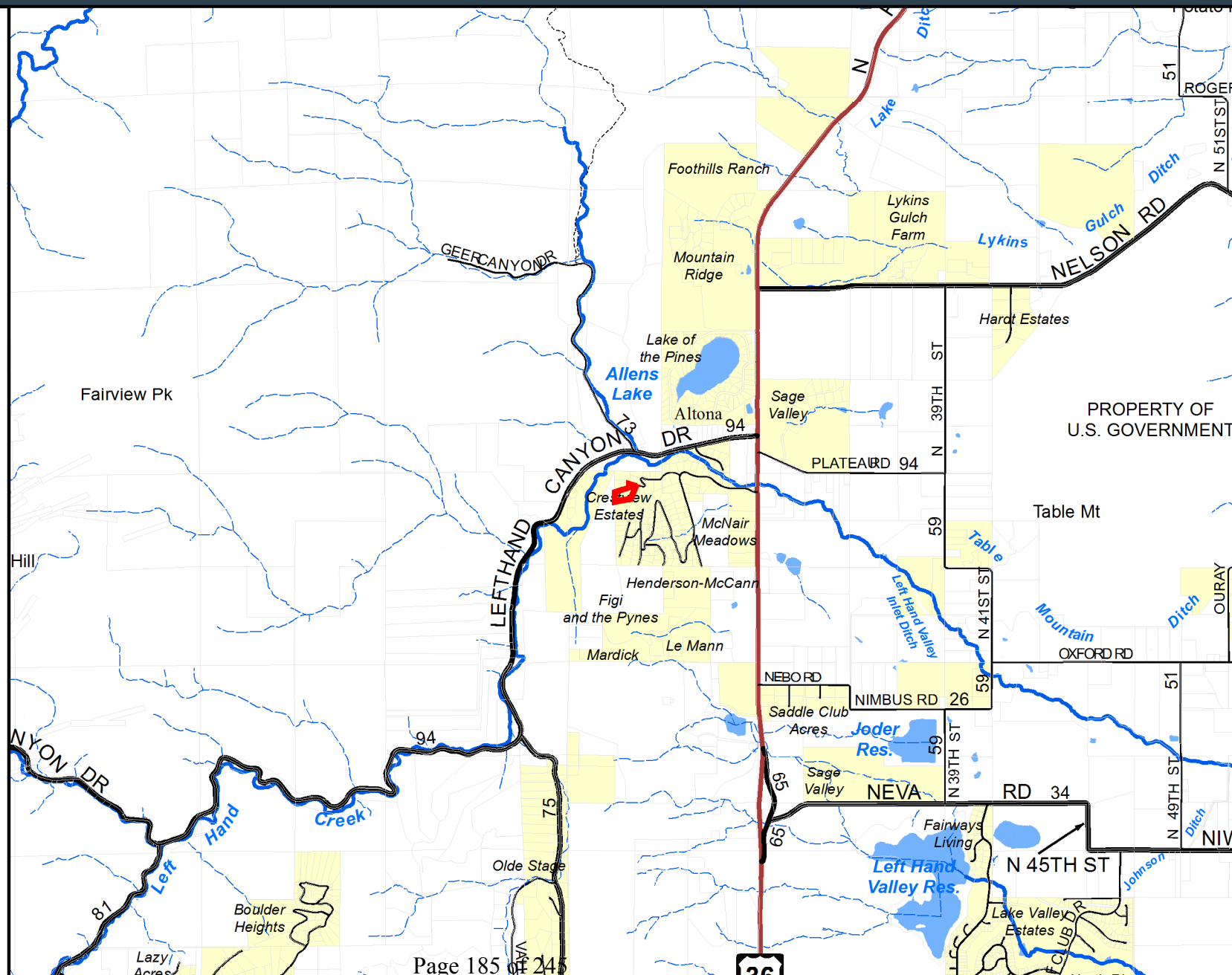
Subdivisions



Area of Detail Date: 11/26/2024



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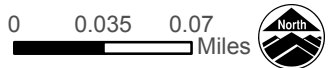
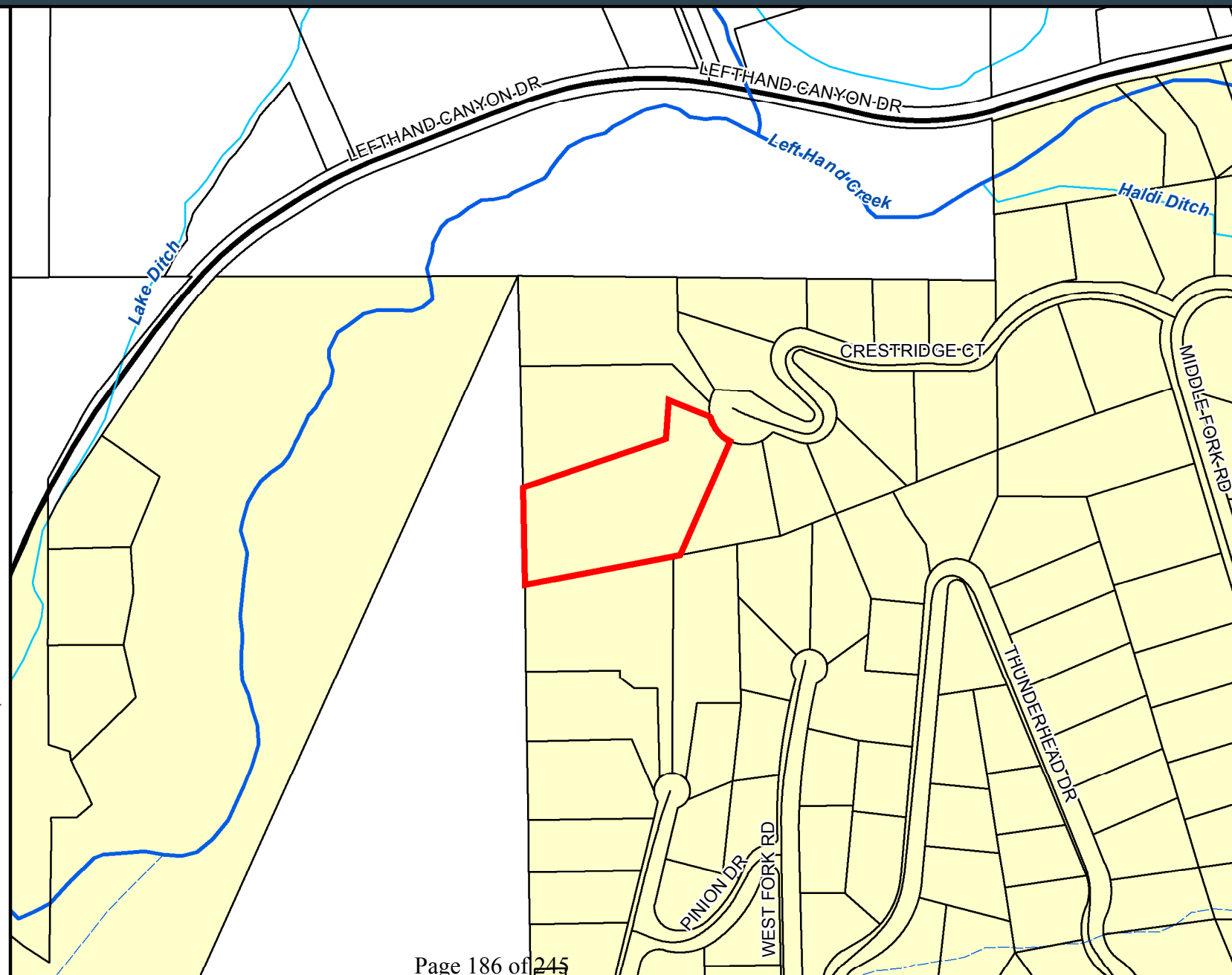
Location

2566 CRESTRIDGE CT

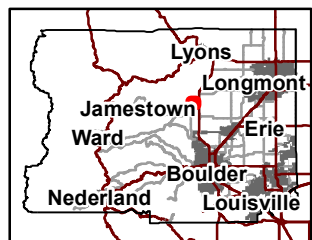
 Subject Parcel

Subdivisions

 Subdivisions



Area of Detail Date: 11/26/2024



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Aerial

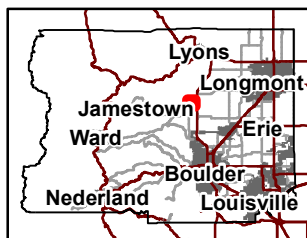
2566 CRESTRIDGE CT

 Subject Parcel

0 0.05 0.1 Miles



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Aerial

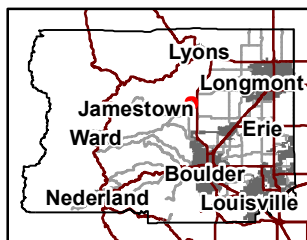
2566 CRESTRIDGE CT

 Subject Parcel

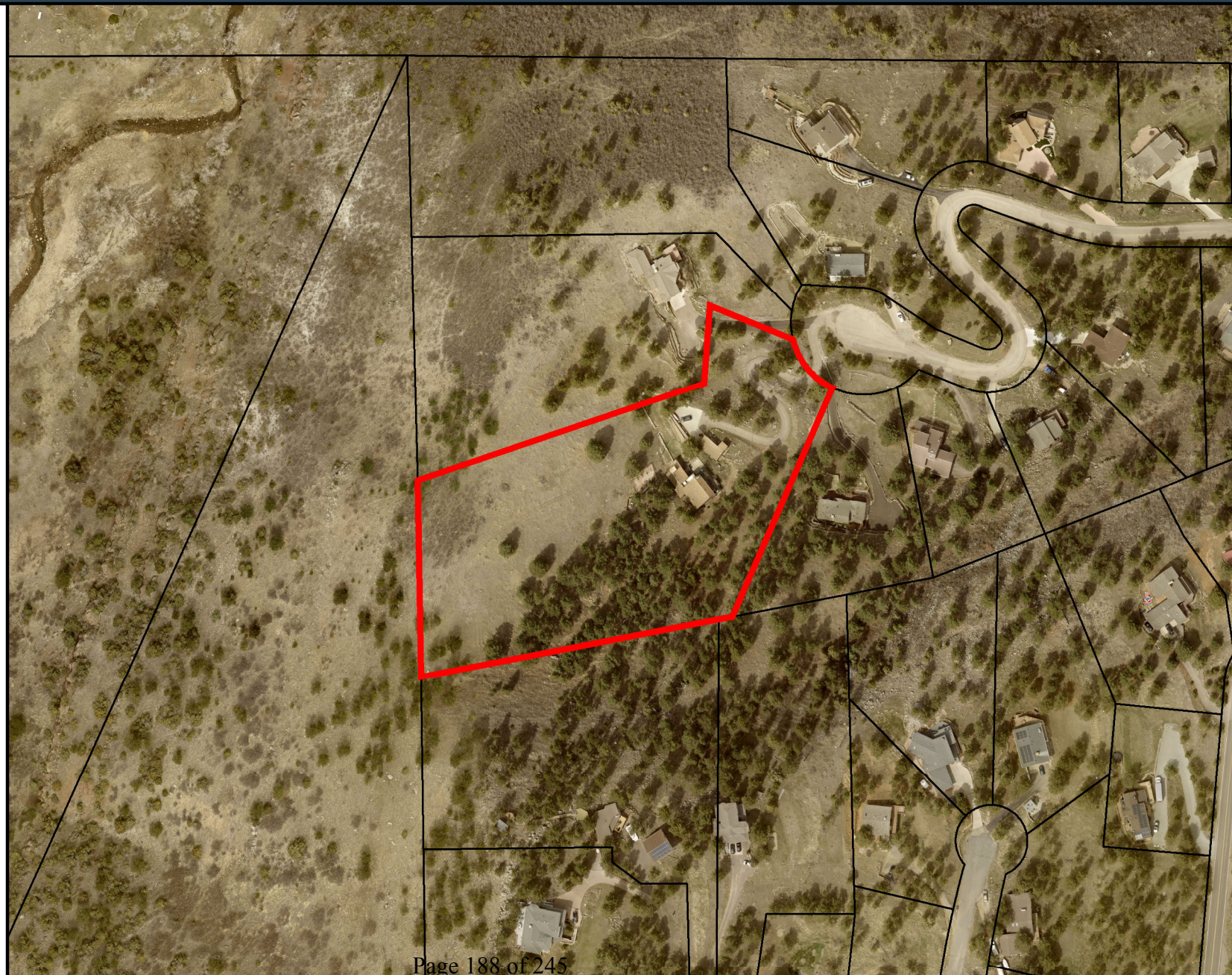
0 0.015 0.03
Miles



Area of Detail Date: 11/26/2024



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Comprehensive Plan

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Subject Parcel

NLNA Buffer

Archeologically Sensitive Travel Routes

Archeologically Sensitive Travel Routes

Riparian Areas

Archaeologically Sensitive Areas

Archeologically Sensitive Areas

Riparian Habitat Connectors

High Biodiversity Areas

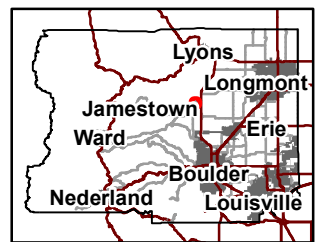
B2: Very High Biodiversity Significance

Natural Landmarks
 Natural Areas

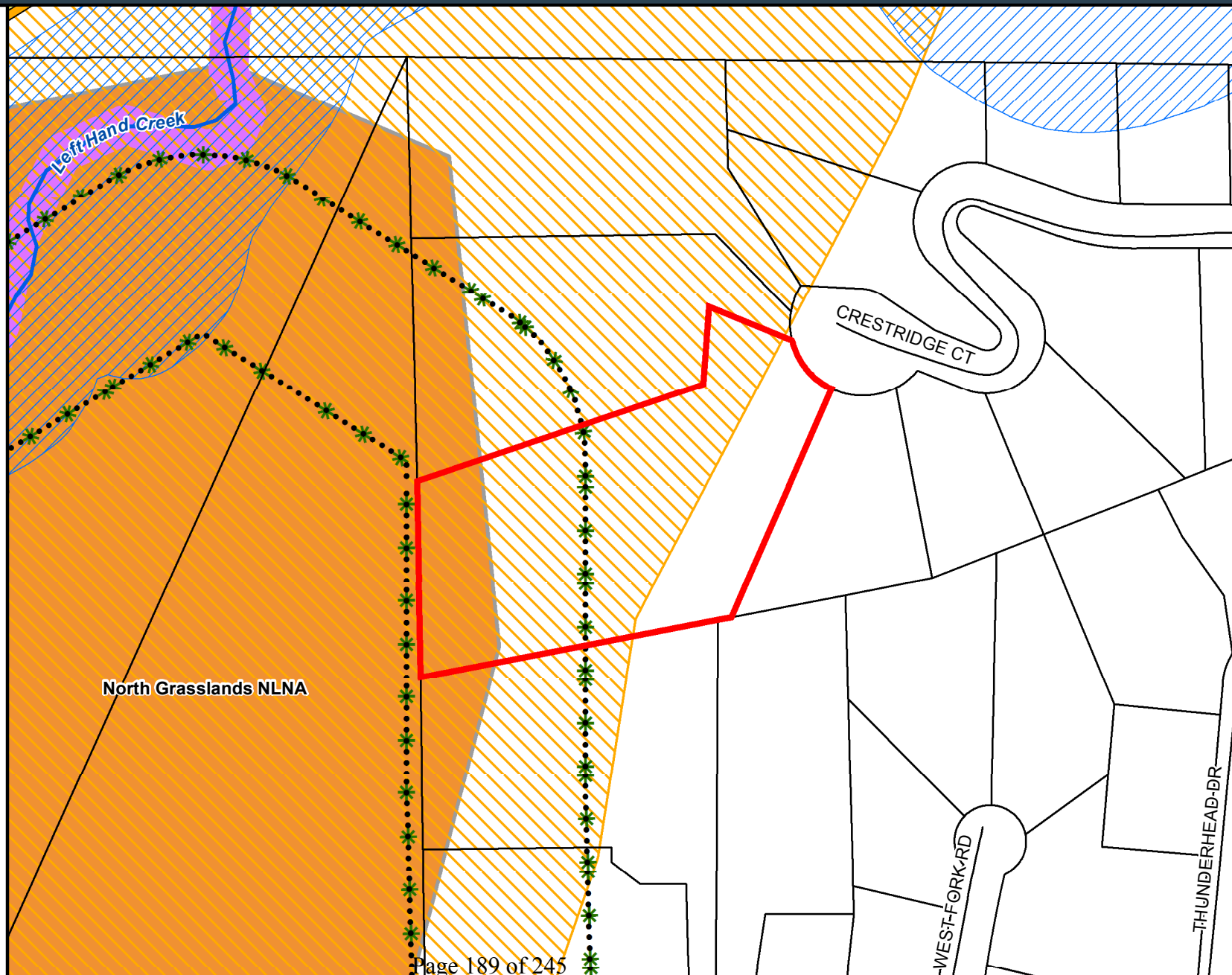
Significant Agricultural Land

Ag of Local Importance

Scale: 0.015 0.03 Miles
Date: 11/26/2024



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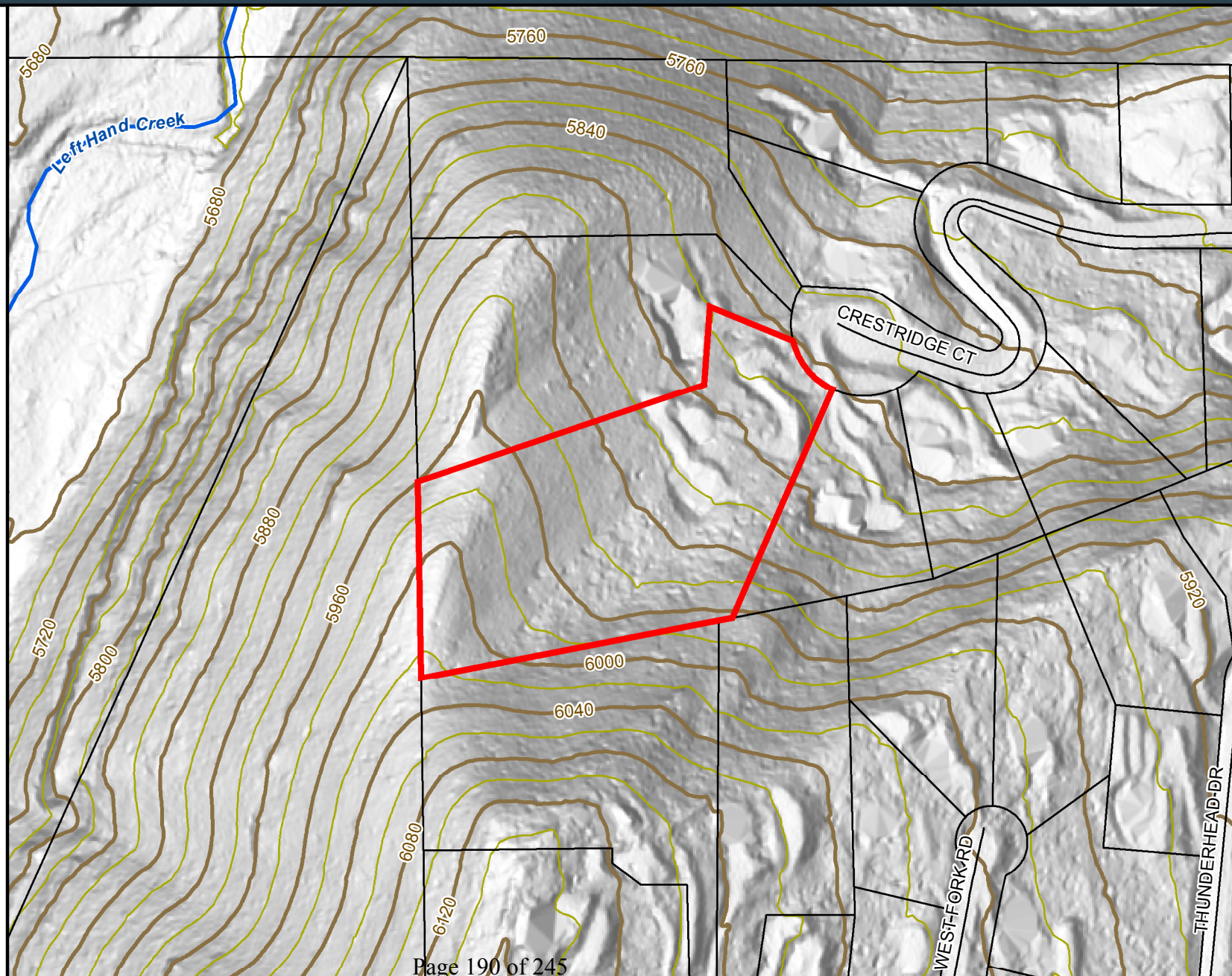
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Elevation Contours

2566 CRESTRIDGE CT

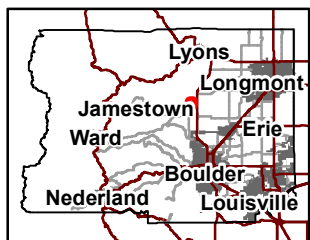
- Subject Parcel
- Contours 40'
- Contours 20'



0 0.015 0.03
Miles



Area of Detail Date: 11/26/2024



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Geologic Hazards

2566 CRESTRIDGE CT

Subject Parcel

Geologic Hazard & Constraint Areas Geology Element

Slope Stability

Debris flow susceptibility area

Rockfall susceptibility area

Landslide susceptibility area

Landslide Inventory

Heaving Bedrock

Steeply Dipping, Heaving Bedrock

Boulder Coal Field

Extent of Abandoned Coal Mines

Soil and Bedrock Swell Potential

Very High

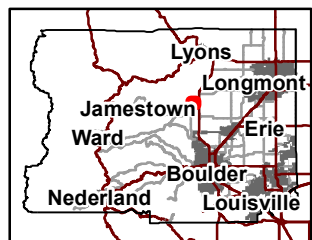
High

Moderate

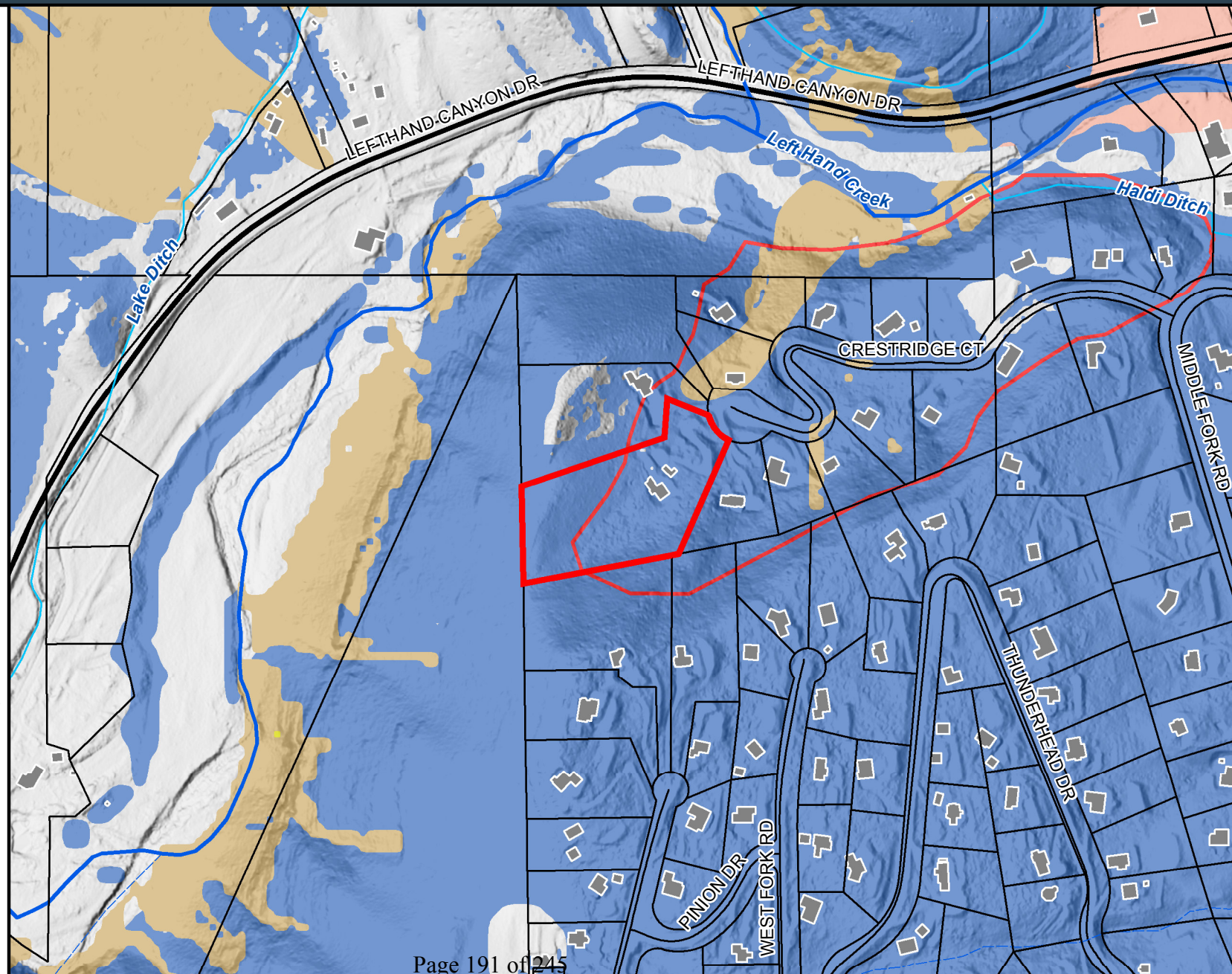
0 190 380 Feet



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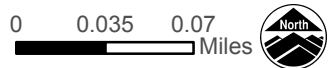
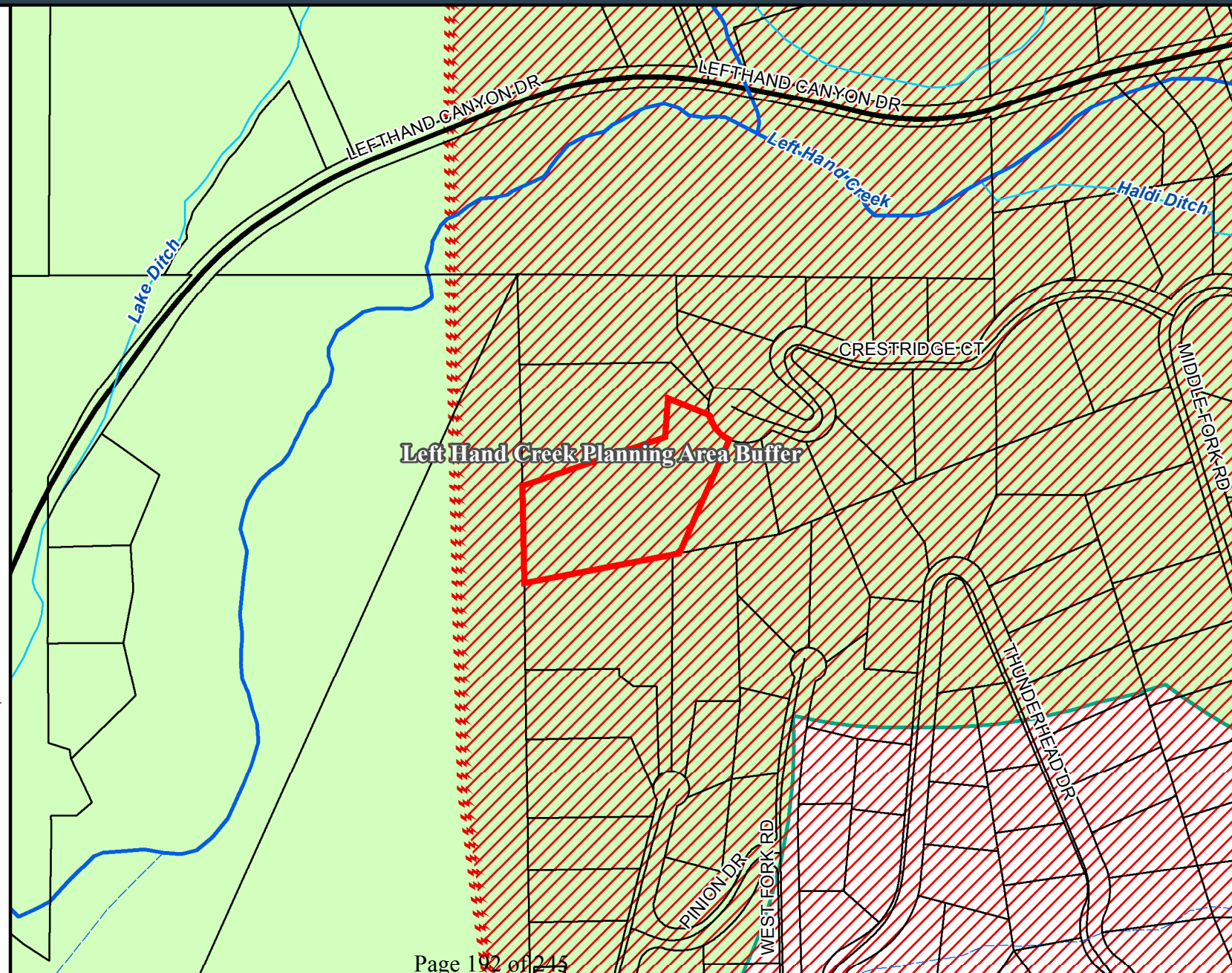
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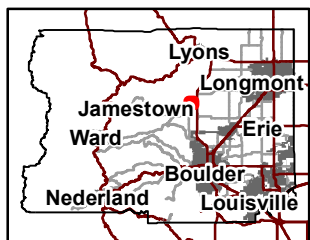
Planning Areas

2566 CRESTRIDGE CT

-  Subject Parcel
-  Telecom Protection
-  Creek Planning Area



Area of Detail Date: 11/26/2024



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Public Lands & CEs

2566 CRESTRIDGE CT

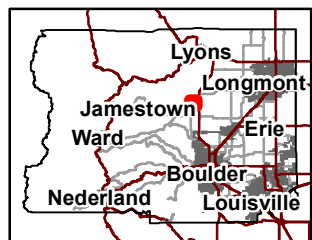
Subject Parcel

Boulder County Open Space

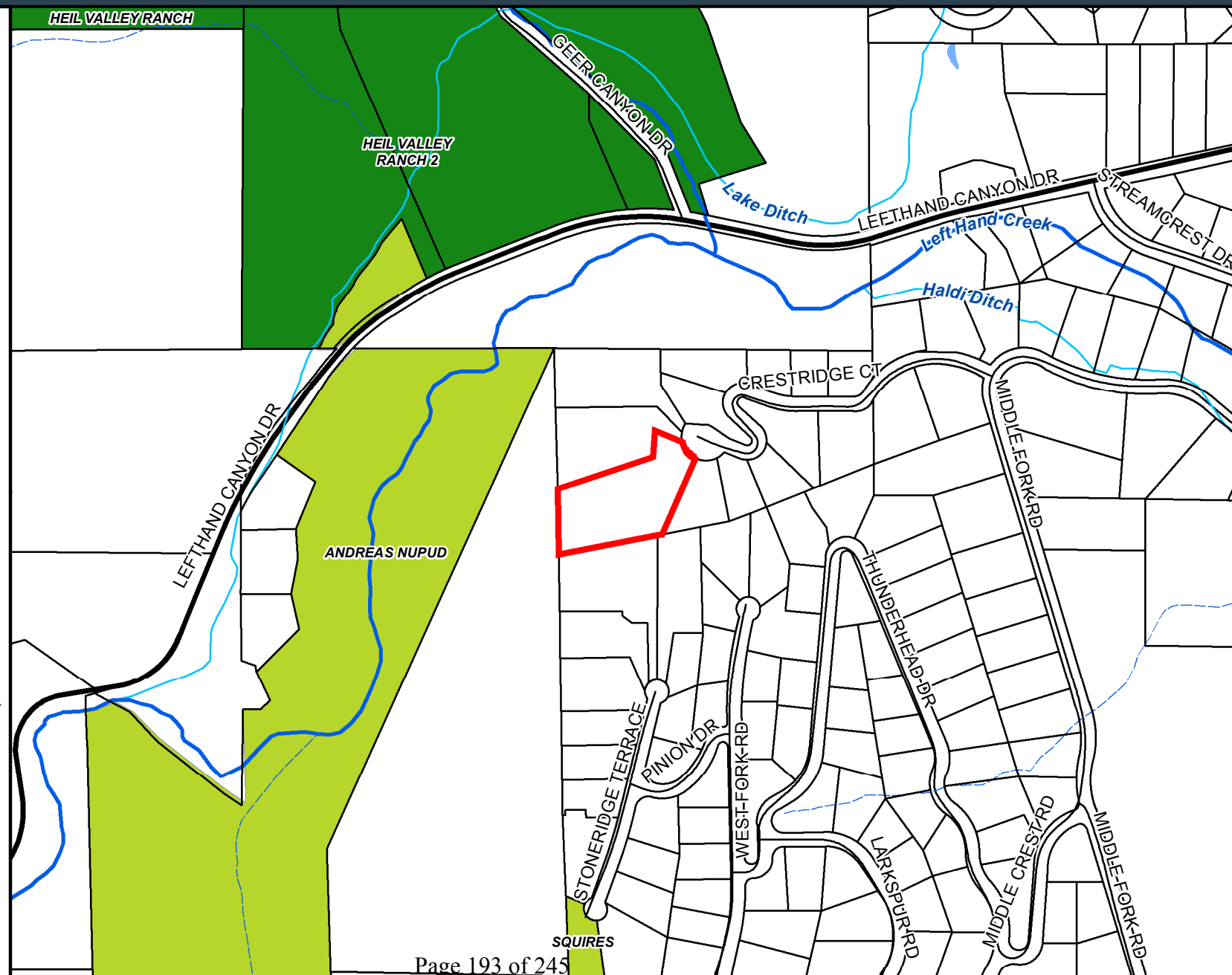
County Open Space
 County Conservation Easement

0 0.05 0.1 Miles

Area of Detail Date: 11/26/2024



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Zoning

2566 CRESTRIDGE CT

Subject Parcel

Zoning Districts

Agricultural

Forestry

Rural Residential

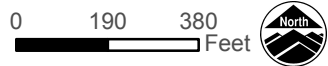
Ditch Setbacks

20 feet

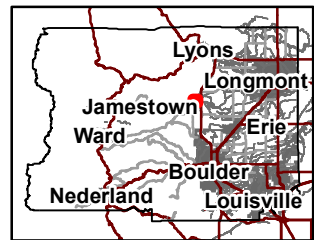
50 feet

Major Road Setbacks

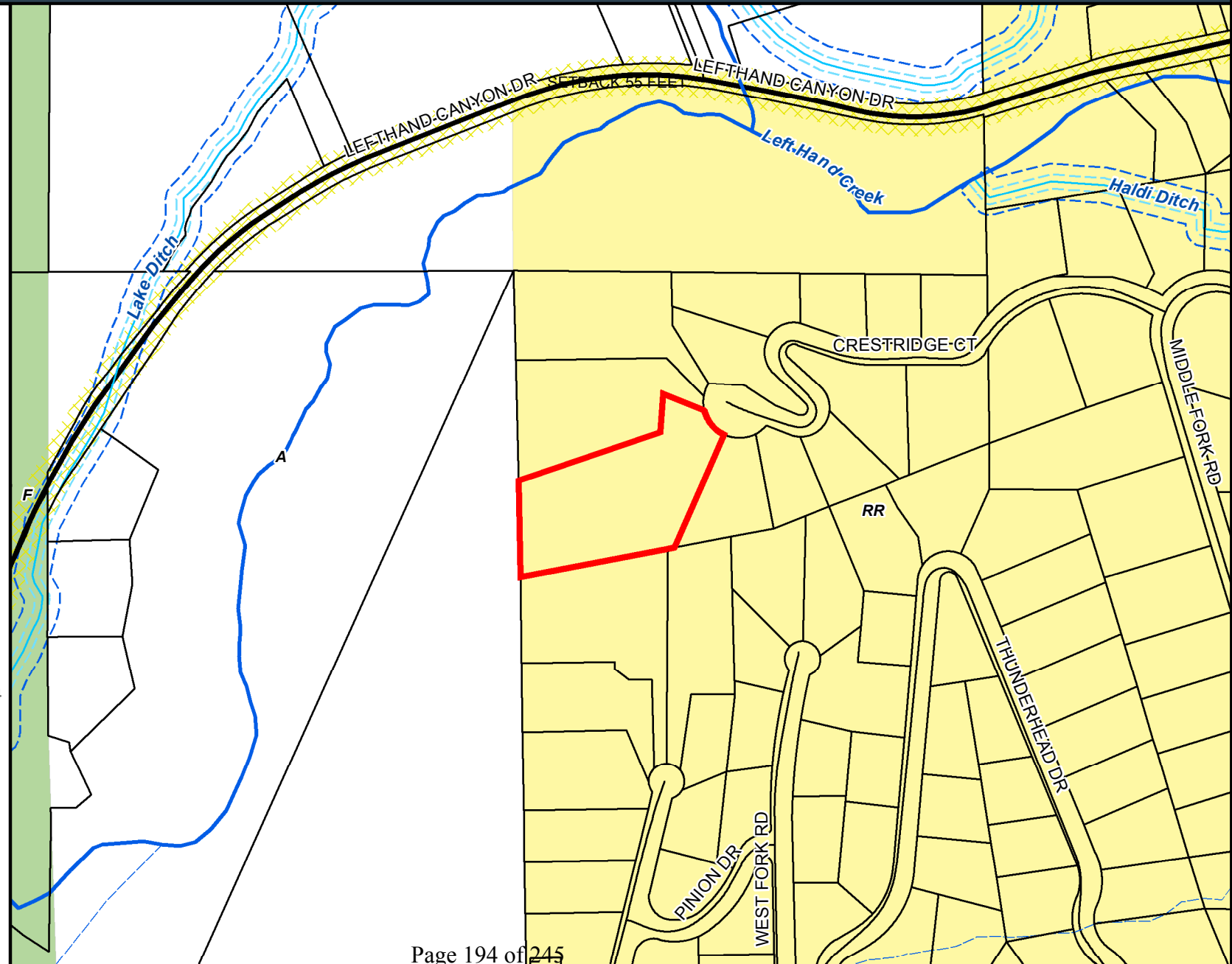
55 feet



Area of Detail Date: 11/26/2024



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Integrate. Iterate. Generate.
www.Context-Architect.com

SPR NARRATIVE

Date: 12.23.24

Danielle Lynn / 303.947.2497 / Danielle@Context-Architect.com

ADDRESS: 2566 Crestridge Ct., Boulder, CO 80302

SITE REVIEW NARRATIVE:

Request

The homeowners are submitting a Site Review to request a Residential Square Footage exemption for 154.5 sf of the main house, which would allow an existing approved 285.5. sf carport to be converted to an enclosed garage space.

Context

The existing single-family home is set on a heavily wooded, steep lot, and sits over 50' above a cul-de-sac. The existing house is set into the hillside and contains a 900 sf basement under the main floor deck. The basement is visible when directly adjacent to the home. However, the basement is not visible from the road below, the hillside above, and from the sides of the house due to topography, trees, the deck, and the existing detached garage, which all obscure the exposed basement.

Article 4-806, Section 2, b, (i), (A)

The size presumption can be overcome when the visibility of the proposed development from other private parcels within the defined neighborhood and visibility from public roads or open space is considered.

Because of the reasons stated above, the basement square footage of the existing home is not visible from neighbors, the cul-de-sac, or open space. This is supported by all listed compliance options: a) the existing natural topography, b) existing underground portion of basement, and c) distance of the developed from roads, adjacent parcels, and open space.

Existing Square Footage

Basement: 900 sf
Main Floor: 1,737 sf
Upper Floor: 870 sf
Detached Garage/Shop: 666.5 sf (per approved permit)
Carport: 285.5 sf (per approved permit)

Total existing RFA (excludes carport): 4,173.5 sf

125% Median = 4,182 sf

Proposed Square Footage

Basement: 900 sf (over half is set into the hillside)
Main Floor: 1,737 sf
Upper Floor: 870 sf
Detached Garage/Shop: 666.5 sf
Convert Carport to Garage: 285.5 sf

Total proposed RFA: 4,459 sf

Requesting to overcome PSM by 277 sf

View From Cul-de-sac (east side) – The structures are very obscured from the road. The detached garage in the foreground obscures the view of the home.



View from top half of the driveway (the basement only becomes partially visible after ascending the driveway)



Backside of home (basement obscured) – West view



View of North side of the home

(The basement is under the large deck on the south end. The north end of home is open to below)

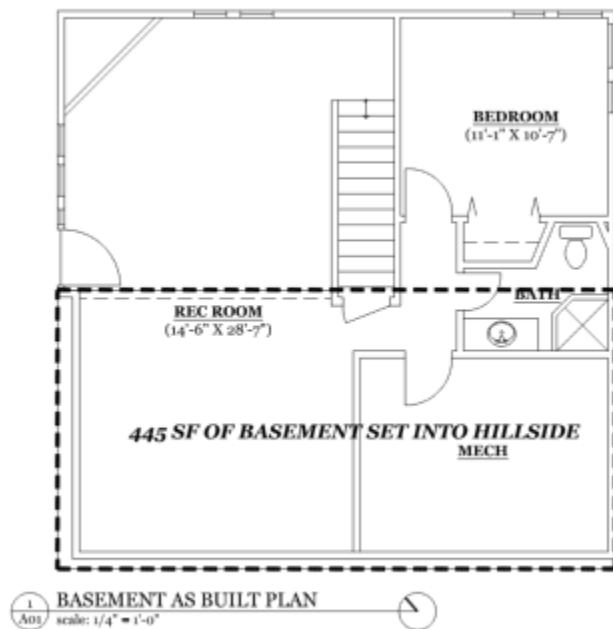


View of the South side of the home

(The basement is visible when directly adjacent on this side, however, the hillside and trees obscure this view when beyond property lines)



Basement Floor Plan



Site Plan Review Fact Sheet

The applicant(s) is/are required to complete each section of this Site Plan Review (SPR) Fact Sheet even if the information is duplicated elsewhere in the SPR application. Completed Fact Sheets reduce the application review time which helps expedite the Director's Determination. Please make duplicates of this SPR Fact Sheet if the project involves more than two structures.

Structure #1 Information

Type of Structure: (e.g. residence, studio, barn, etc.)				Garage / Carport	
Total Existing Floor Area: (Finished + Unfinished square feet including garage if attached.)				666.5 sq. ft.	Deconstruction: <i>Convert 285.5 sf carport to garage</i> sq. ft.
Are new floor areas being proposed where demolition will occur? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (include the new floor area square footage in the table below)					
Proposed Floor Area (New Construction Only)				<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Non-Residential	
	Finished	Unfinished	Total	Height (above existing grade)	12 ft.
Basement:	sq. ft.	sq. ft.	sq. ft.	Exterior Wall Material	Hardie
First Floor:	sq. ft.	sq. ft.	sq. ft.	Exterior Wall Color	Grey
Second Floor:	sq. ft.	sq. ft.	sq. ft.	Roofing Material	Class A Shingle
Garage: <input checked="" type="checkbox"/> Detached <input type="checkbox"/> Attached	sq. ft.	285.5 sq. ft.	285.5 sq. ft.	Roofing Color	Weathered Wood
*Covered Porch:	sq. ft.	sq. ft.	sq. ft.		
Total:	sq. ft.	sq. ft.	sq. ft.	Total Bedrooms	

Project Identification:

Project Name:

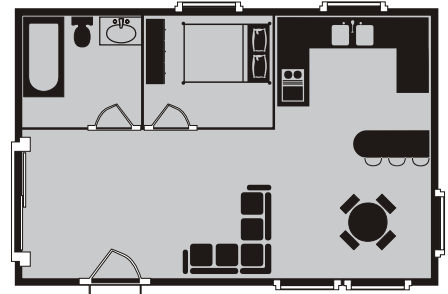
Property Address/Location:

Current Owner:

Size of Property in Acres:

Determining Floor Area

Floor Area is measured in terms of square feet. The total square footage is as everything within the exterior face of the exterior walls including garages and basements. **Covered porch area that is attached to the principal structure is not included (see Article 18-131A).** The shaded area on the diagram indicates the area counted as square feet.



Structure #2 Information

Type of Structure: (e.g. residence, studio, barn, etc.)					
Total Existing Floor Area: (Finished + Unfinished square feet including garage if attached.)					Deconstruction: sq. ft.
Are new floor areas being proposed where demolition will occur? <input type="checkbox"/> No <input type="checkbox"/> Yes (include the new floor area square footage in the table below)					
Proposed Floor Area (New Construction Only)				<input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential	
	Finished	Unfinished	Total	Height (above existing grade)	
Basement:	sq. ft.	sq. ft.	sq. ft.	Exterior Wall Material	
First Floor:	sq. ft.	sq. ft.	sq. ft.	Exterior Wall Color	
Second Floor:	sq. ft.	sq. ft.	sq. ft.	Roofing Material	
Garage: <input type="checkbox"/> Detached <input type="checkbox"/> Attached	sq. ft.	sq. ft.	sq. ft.	Roofing Color	
*Covered Porch:	sq. ft.	sq. ft.	sq. ft.		
Total:	sq. ft.	sq. ft.	sq. ft.	Total Bedrooms	

Residential vs. Non-Residential Floor Area

Residential Floor Area includes all attached and detached floor area (as defined in Article 18-162) on a parcel, including principal and accessory structures used or customarily used for residential purposes, such as garages, studies, pool houses, home offices and workshops. Gazebos and carports up to a total combined size of 400 square feet are exempt. Barns used for agricultural purposes are not considered residential floor area.

Note: If an existing wall(s) and/or roof(s) are removed and a new wall(s)/roof(s) are constructed, the associated floor area due to the new wall(s)/roof(s) are considered new construction and must be included in the calculation of floor area for the Site Plan Review and shown on this Fact Sheet.

If a Limited Impact Special Review is required, then call 303-441-3930 and ask for a new Pre-Application conference for the Limited Impact Special Review.

*See Article 18-131A for definition of covered porch.

Grading Calculation

Cut and fill calculations are necessary to evaluate the disturbance of a project and to verify whether or not a Limited Impact Special Review is required. Limited Impact Special Review is required when grading for a project involves more than 500 cubic yards (minus normal cut/fill and backfill contained within the foundation footprint).

If grading totals are close to the 500 yard trigger, additional information may be required, such as a grading plan stamped by a Colorado Registered Professional Engineer.

Earth Work and Grading

This worksheet is to help you accurately determine the amount of grading for the property in accordance with the Boulder County Land Use Code. Please fill in all applicable boxes.

Note: Applicant(s) must fill in the shaded boxes even though foundation work does not contribute toward the 500 cubic yard trigger requiring Limited Impact Special Use Review. Also, all areas of earthwork must be represented on the site plan.

Earth Work and Grading Worksheet:

	Cut	Fill	Subtotal
Driveway and Parking Areas	0	0	0
Berm(s)			
Other Grading			
Subtotal			0 <small>Box 1</small>
* If the total in Box 1 is greater than 500 cubic yards, then a Limited Impact Special Review is required.			
	Cut	Fill	Total
Foundation	0	0	0
Material cut from foundation excavation to be removed from the property			0

Excess Material will be Transported to the Following Location:

Excess Materials Transport Location:

Narrative

Use this space to describe any special circumstances that you feel the Land Use Office should be aware of when reviewing your application, including discussion regarding any factors (listed in Article 4-806.2.b.i) used to demonstrate that the presumptive size limitation does not adequately address the size compatibility of the proposed development with the defined neighborhood. If more room is needed, feel free to attach a separate sheet.

Existing detached garage and carport slab. No changes to grading. No changes to driveway or access. No footprint expansion. Convert existing approved 285.5 sf carport to enclosed garage.
Requesting to overcome the PSM by exempting basement square footage on the main residence that is set into the hillside, and located far above the road with minimal visibility. The main house is blocked from view by steep grades, heavy vegetation, and the detached garage/carport. See attached pictures & expanded narrative.

Is Your Property Gated and Locked?

Note: If county personnel cannot access the property, then it could cause delays in reviewing your application.

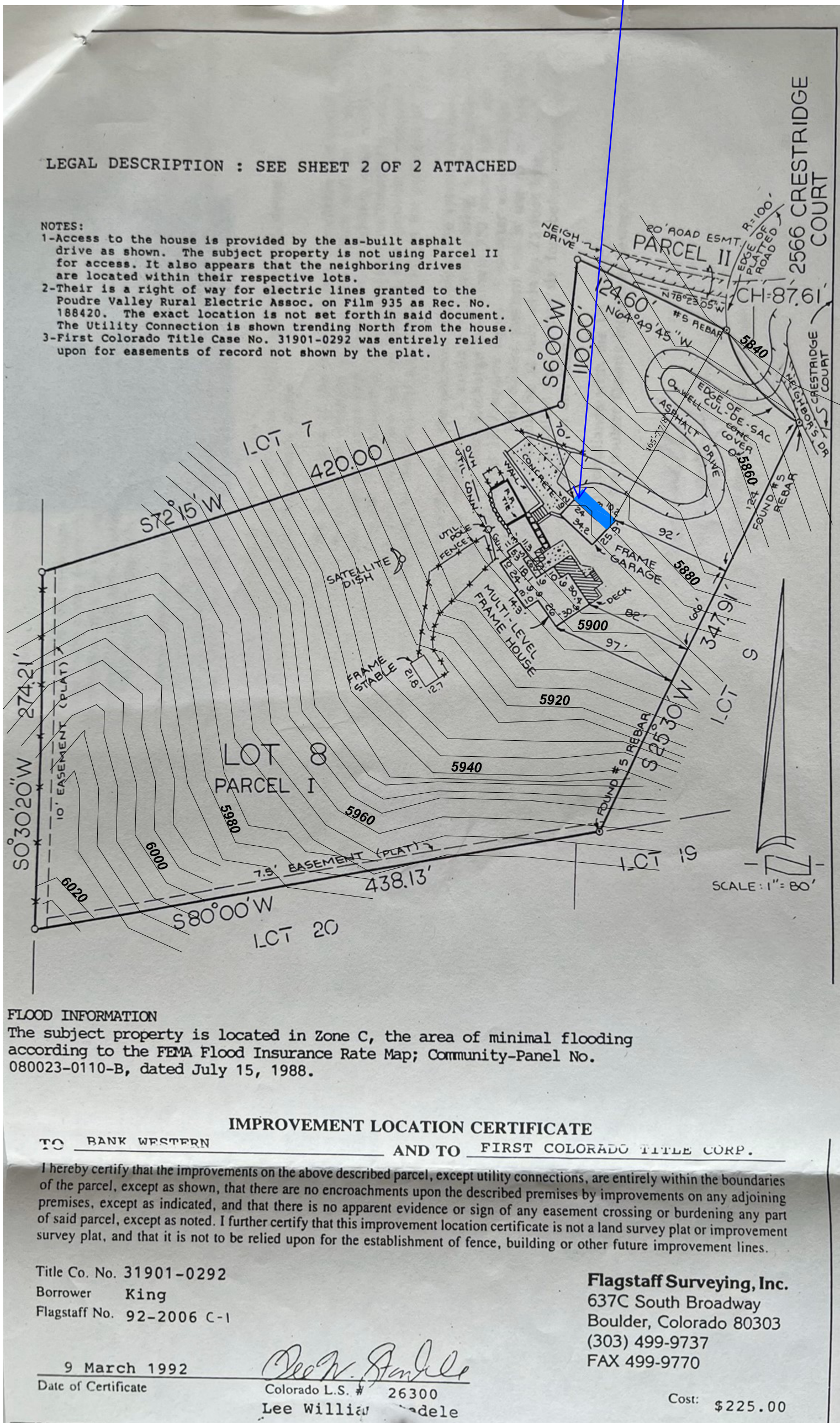
Certification

I certify that the information submitted is complete and correct. I agree to clearly identify the property (if not already addressed) and stake the location of the improvements on the site within four days of submitting this application. I understand that the intent of the Site Plan Review process is to address the impacts of location and type of structures, and that modifications may be required. Site work will not be done prior to issuance of a Grading or Building Permit.

Signature 	Print Name Danielle Lynn, enContext Architecture	Date 12.23.24
---	---	------------------

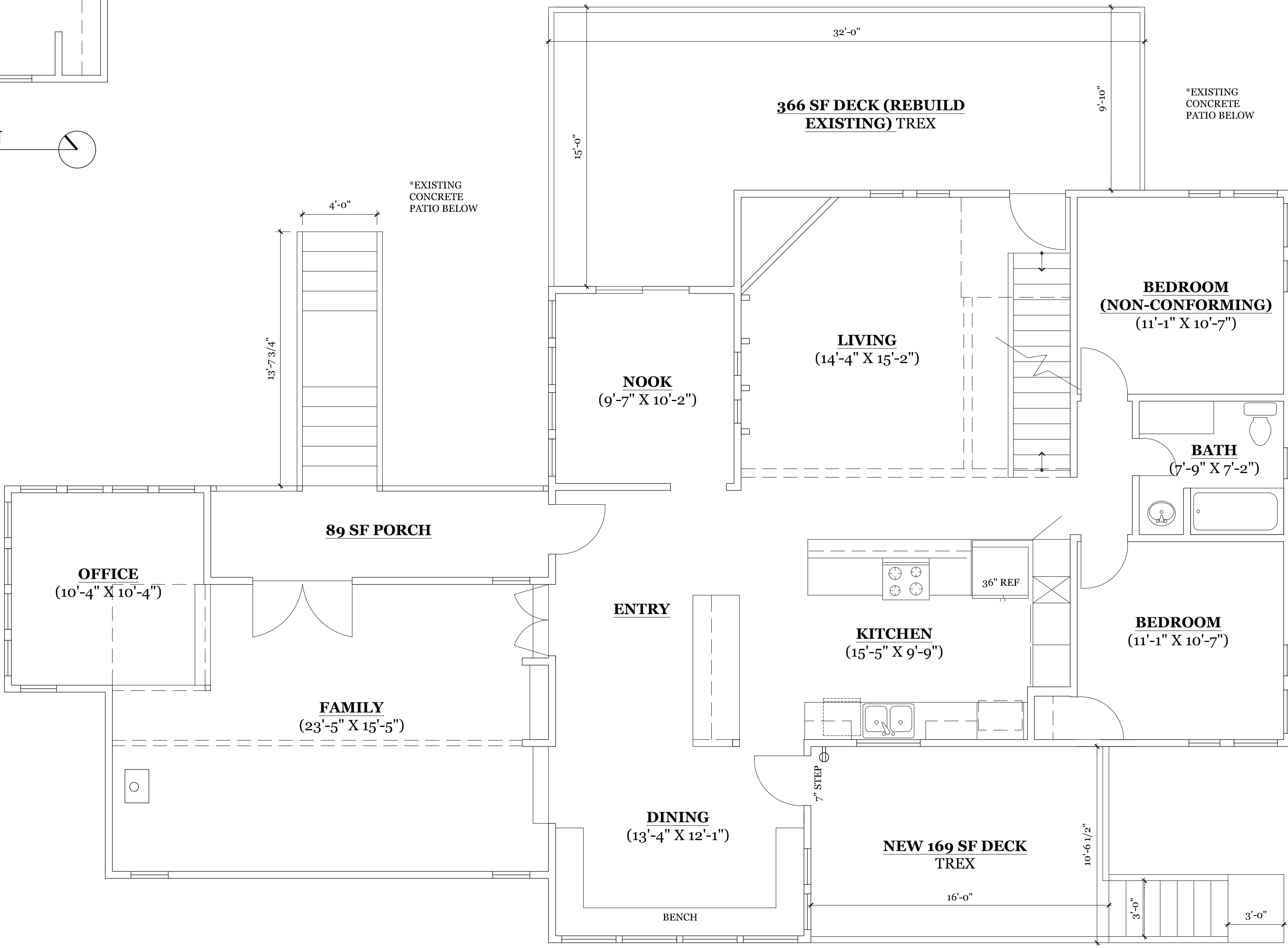
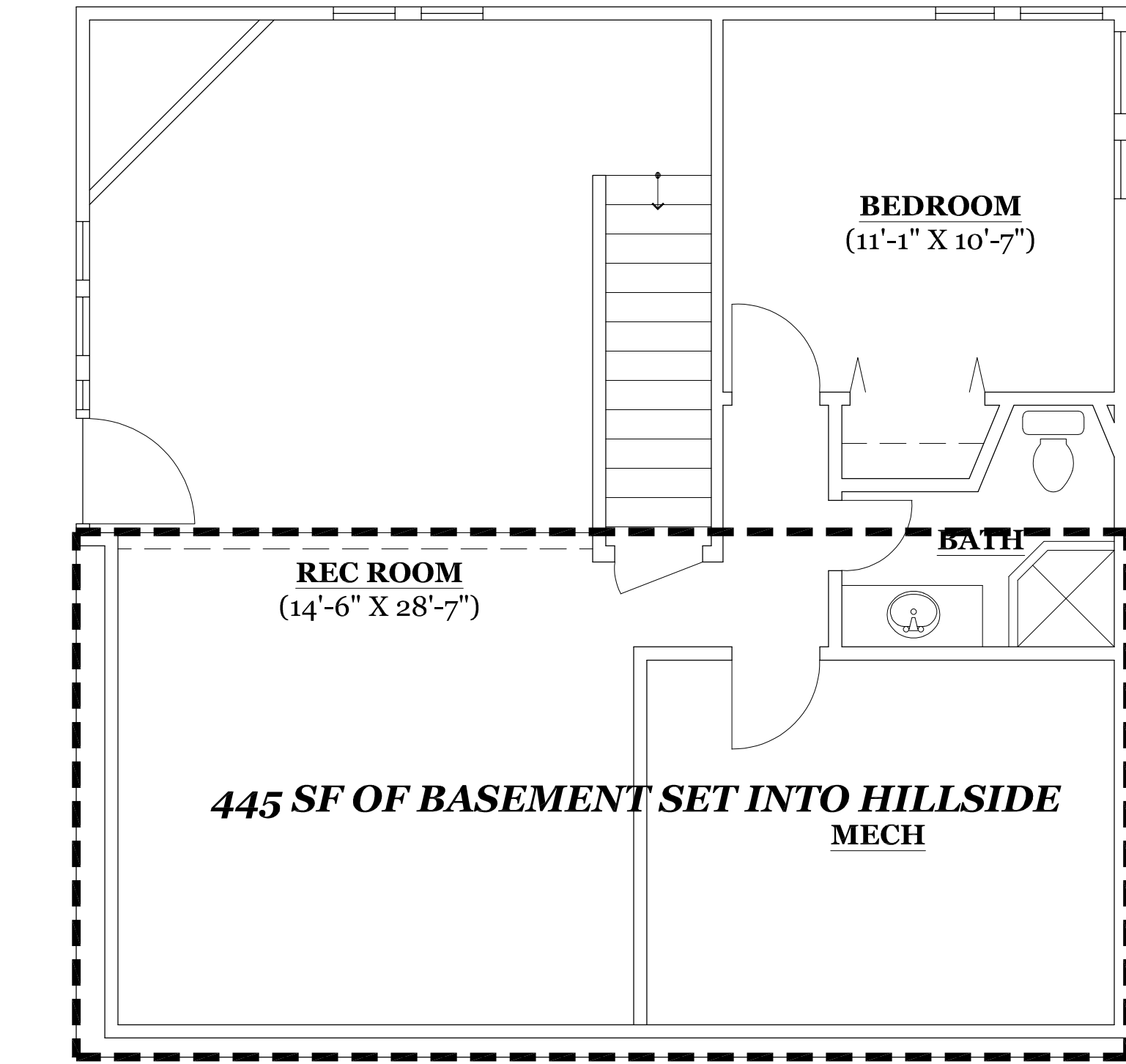
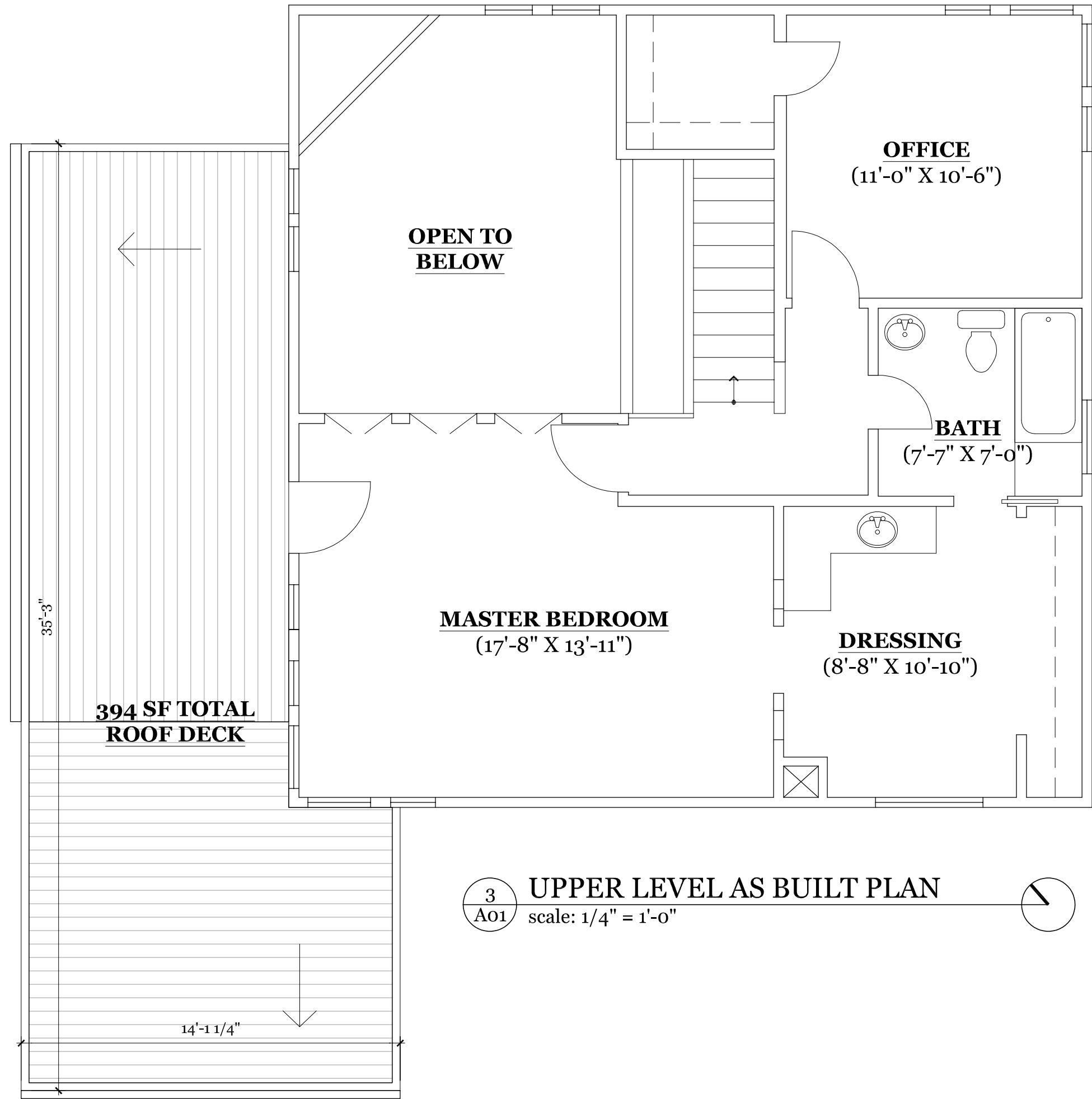
2566 Crestridge Ct., Boulder, CO 80302

CONVERT CARPORT TO GARAGE

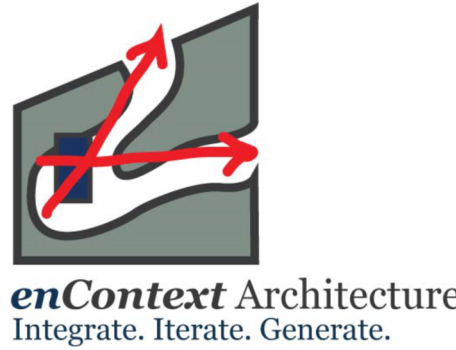


2566 CRESTRIDGE CT, BOULDER, CO:

MAIN HOUSE AS-BUILTS



- AREAS:
- BASEMENT: 900 SF
 - MAIN FLOOR: 1,737 SF
 - UPPER FLOOR: 870 SF
 - DETACHED GARAGE: 666.5 SF
 - CARPORT: 285.5 SF
 - COVERED PORCH: 89 SF
 - FRONT DECK: 366 SF
 - ROOF DECK: 394 SF
 - BACK DECK: 169 SF
- TOTAL CONDITIONED: 3,507 SF



GARAGE ADDITION

2566 CRESTRIDGE CT.

BOULDER, CO 80302

DISCLAIMER:

THESE DOCUMENTS, GENERATED BY ENPROCESS ARCHITECTURE LLC, ARE PROVIDED FOR THE DESIGN INTENT OF THIS SPECIFIC PROJECT AND ONLY THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION COORDINATION, METHODS AND MATERIALS REQUIRED FOR THE SUCCESSFUL COMPLETION OF THE PROJECT. THIS INCLUDES BUT IS NOT LIMITED TO THE QUALITY OF WORKMANSHIP AND MATERIALS REQUIRED FOR EXECUTION OF THESE DOCUMENTS, AND WORK OR MATERIALS SUPPLIED BY ANY SUBCONTRACTORS. ALL WORK SHALL COMPLY WITH GOVERNING CODES AND ORDINANCES. THE CONTRACTOR SHALL REVIEW AND UNDERSTAND ALL DOCUMENTS AND SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DRAWINGS, FIELD CONDITIONS OR DIMENSIONS.

No.	Revision/Issue	Date

DRAWN BY:

Danielle Lynn

Danielle@Context-Architect.com

303.947.2497

CONTRACTOR:

Project	SITE REVIEW
Date	12.23.24
Scale	PER DRAWINGS

Sheet

AB

COVER / AS-BUILTS

DISCLAIMER: DIMENSIONS DEEMED ACCURATE WITHIN 6" +/- . ACTUAL WALLS MAY NOT BE PLUMB OR SQUARE AND CAN CAUSE DISCREPANCIES. FIELD VERIFY ALL DIMENSIONS PRIOR TO ORDERING ANY BUILDING MATERIALS, FURNITURE ETC.

2566 CRESTRIDGE CT.

CARPORT & GARAGE ADDITION

SCOPE OF WORK:

- ADDITION OF 122.5 SF SHOP SPACE TO EXISTING DETACHED GARAGE. CONVERSION OF 285.5 SF CARPORT TO ATTACHED GARAGE

FLOOR AREAS:

- *FIRST FLOOR: 1,737 SF*
- *2ND FLOOR: 870 SF*
- *WALKOUT BASEMENT FINISHED: 900 SF*
- *DETACHED GARAGE: 544 SF*

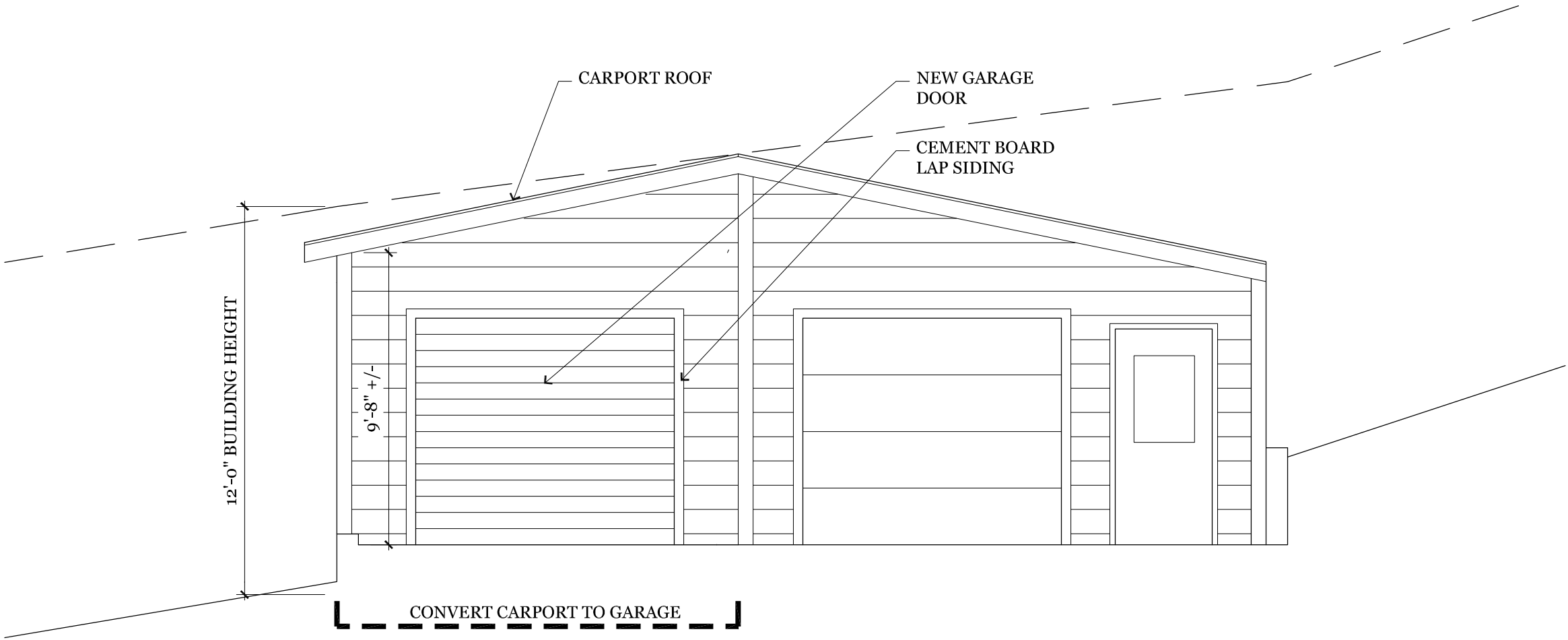
APPLICABLE BUILDING CODES:

- 2015 IRC
- 2023 NEC
- WILDFIRE ZONE 1 (IGNITION RESISTANT CONSTRUCTION)

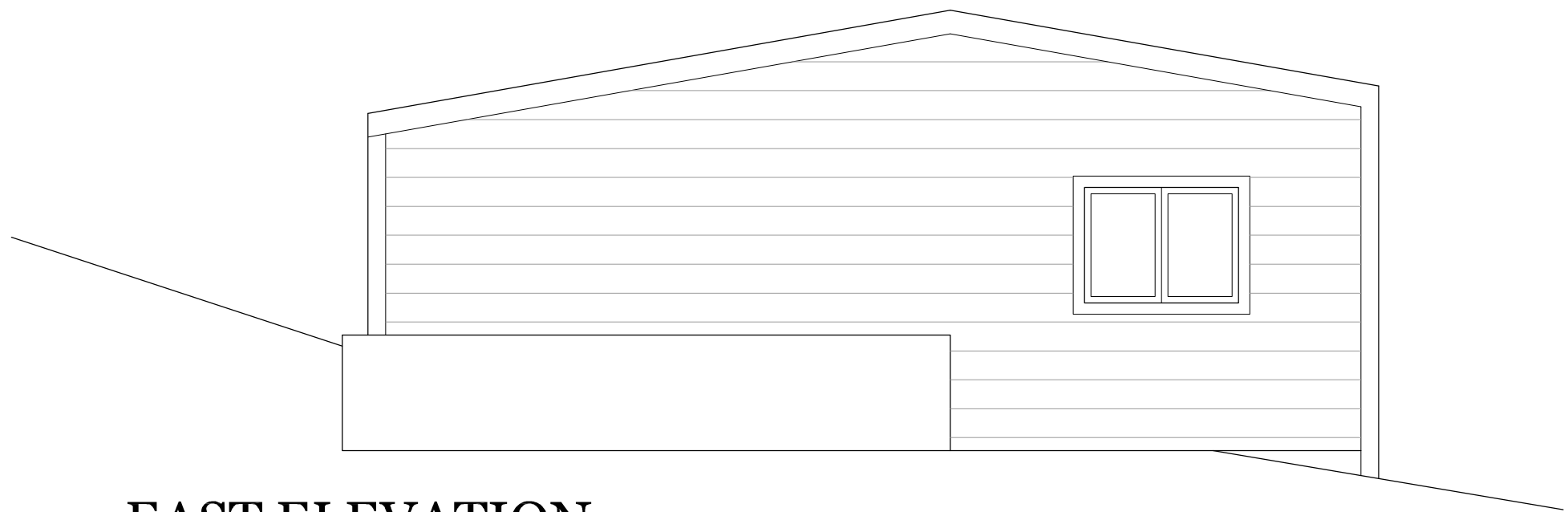
TOTAL EXISTING RFA: 4,051 SF (PSM = 4,132 SF)
***REMAINING AVAILABLE RFA: 131 SF**

NEW PROPOSED:

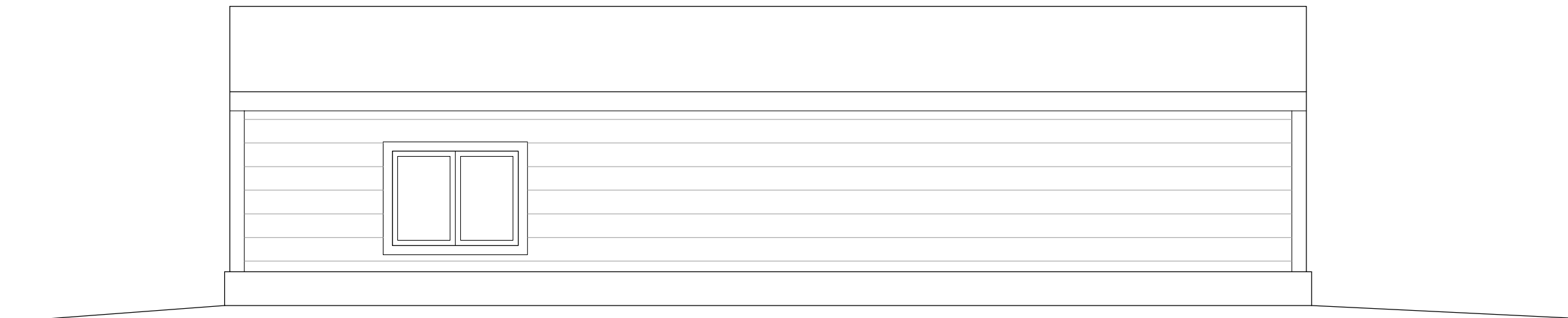
- 122.5 SF SHOP/GARAGE ADDITION
- 285.5 SF CARPORT CONVERSION TO GARAGE (REQUESTING RSF EXEMPTION OF 154.5 SF)



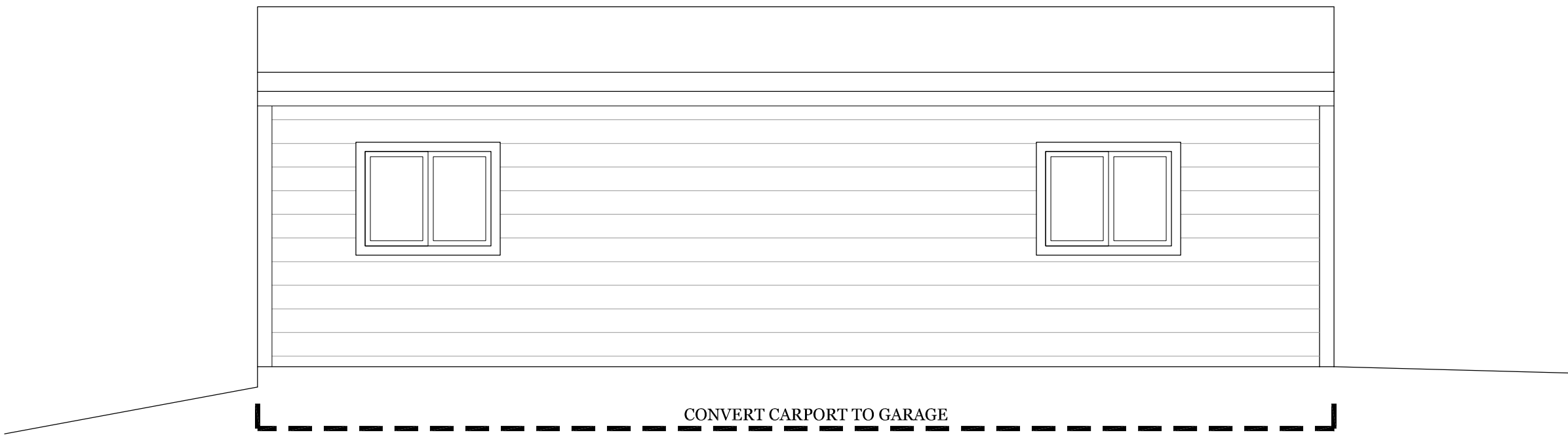
3 WEST ELEVATION
A01 scale: 1/4" = 1'-0"



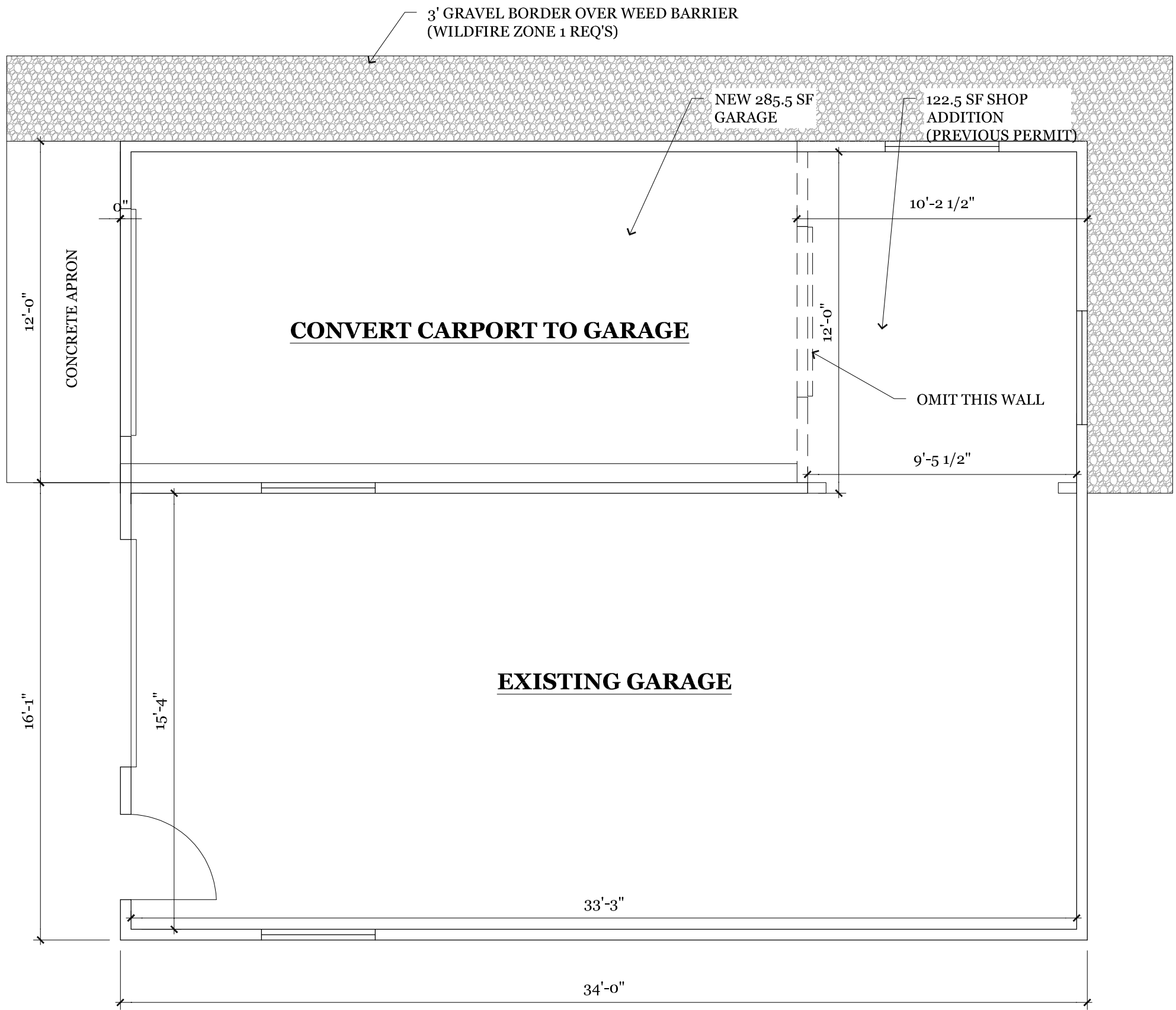
4 EAST ELEVATION
A01 scale: 1/4" = 1'-0"



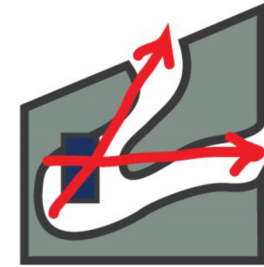
5 SOUTH ELEVATION
A01 scale: 1/4" = 1'-0"



6 NORTH ELEVATION
A01 scale: 1/4" = 1'-0"



2 GARAGE - PROPOSED
A01 scale: 1/4" = 1'-0"



enContext Architecture
Integrate. Iterate. Generate.

GARAGE ADDITION
2566 CRESTRIDGE CT.
BOULDER, CO 80302

DISCLAIMER:
THESE DOCUMENTS, GENERATED BY ENPROCESS ARCHITECTURE LLC, ARE PROVIDED FOR THE DESIGN INTENT OF THIS SPECIFIC PROJECT AND ONLY THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION COORDINATION, METHODS AND MATERIALS REQUIRED FOR THE SUCCESSFUL COMPLETION OF THE PROJECT. THIS INCLUDES BUT IS NOT LIMITED TO THE QUALITY OF WORKMANSHIP AND MATERIALS REQUIRED FOR EXECUTION OF THESE DOCUMENTS, AND WORK OR MATERIALS SUPPLIED BY ANY SUBCONTRACTORS. ALL WORK SHALL COMPLY WITH GOVERNING CODES AND ORDINANCES. THE CONTRACTOR SHALL REVIEW AND UNDERSTAND ALL DOCUMENTS AND SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DRAWINGS, FIELD CONDITIONS OR DIMENSIONS.

No.	Revision/Issue	Date

DRAWN BY:
Danielle Lynn
Danielle@Context-Architect.com
303.947.2497

CONTRACTOR:

Project	Sheet
SITE REVIEW	
Date	12.23.24
Scale	PER DRAWINGS

A01

CARPORT



Parks & Open Space

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

TO: Jessica Lammers, Community Planning & Permitting Department
FROM: Ron West, Natural Resource Planner
DATE: January 21, 2025
SUBJECT: Docket SPR-24-0098, Jacas, 2566 Crestridge Court

Staff has reviewed the submitted materials, and has no natural resource concerns with the proposal. Archeological resources are very unlikely due to the original house construction. Standard revegetation should be required.



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

Building Safety & Inspection Services Team

MEMO

TO: Jessica Lammers, Planner I
FROM: Michelle Huebner, Plans Examiner Supervisor
DATE: January 2, 2025

RE: Referral Response, Docket SPR-24-0098: Jocas Garage: Site Plan Review for the conversion of an existing carport to a 285-square-foot detached garage for a total of 4,459 square feet of residential floor area where the PSM is 4,182 square feet.

Location: 2566 Crestview Court

Thank you for the referral. We have the following comments for the applicants:

1. **Building Permits.** A building permit, plan review and inspections approvals are required for the proposed detached garage.

Please refer to the county's adopted 2015 editions of the International Codes and code amendments, which can be found via the internet under the link:

2015 Building Code Adoption & Amendments, at the following URL:
[Amendments to Boulder County Building Code effective June 6, 2022](#)

2. **Design Wind and Snow Loads.** The design wind and snow loads for the property are 165mph (Vult) and 50 psf, respectively.
3. **Electric vehicle charging outlet.** Boulder County Building Code requires:
 - a. R329.1 Electric vehicle charging pre-wire option. In addition to the one 125-volt receptacle outlet required for each car space by NEC Section 210.52(G)(1.), every new garage or carport that is accessory to a one- or two-family dwelling or townhouse shall include at least one of the following, installed in accordance with the requirements of Article 625 of the Electrical Code:
 - i. A Level 2 (240-volt) electric vehicle charging receptacle outlet, or
 - ii. Upgraded wiring to accommodate the future installation of a Level 2 (240-volt) electric vehicle charging receptacle outlet, or
 - iii. Electrical conduit to allow ease of future installation of a Level 2 (240-volt) electric vehicle charging receptacle outlet.

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

4. **Ignition-Resistant Construction and Defensible Space.** Please refer to Section R327 of the Boulder County Building Code for wildfire hazard mitigation requirements, including ignition-resistant construction and defensible space.
5. **Plan Review.** The items listed above are a general summary of some of the county's building code requirements. A much more detailed plan review will be performed at the time of building permit application, when full details are available for review, to assure that all applicable minimum building codes requirements are to be met. Our Building Safety publications can be found at: [Building Publications, Applications and Forms - Boulder County](#)

If the applicants should have questions or need additional information, we'd be happy to work with them toward solutions that meet minimum building code requirements. Please call (720) 564-2640 or contact us via e-mail at building@bouldercounty.org



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Jan. 21, 2025

TO: Jessica Lammers, Planner I; Community Planning & Permitting, Development Review

FROM: Ian Brighton, Planner II; Community Planning & Permitting, Access & Engineering

SUBJECT: Docket SPR-24-0098: Jocas Garage

The Development Review Team – Access & Engineering (A&E) staff has reviewed the above referenced docket and has the following comments:

1. The subject property is accessed via Crestridge Court, a paved Boulder County owned and maintained right-of-way (ROW) with a Functional Classification of Local Secondary. Legal access is demonstrated via adjacency to this public ROW.
2. As presented, staff have no concerns with the proposed garage.
3. All construction materials including stockpiles, machinery, dumpsters, and other items shall be staged on the subject property or within the private access so as to not impede the travel way or drainage.
4. During construction (i.e. during the day while work is being performed), all vehicles shall be parked on site or to the side of Crestridge Court as to not impede the travelway.

This concludes our comments at this time.



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302
 Mailing Address: P.O. Box 471 • Boulder, Colorado 80306
 303-441-3930 • www.BoulderCounty.gov

MEMO TO: County Health and Parks Departments, FPD
FROM: Jessica Lammers, Planner I
DATE: January 2, 2025
RE: Site Plan Review application SPR-24-0098

Docket SPR-24-0098: Jocas Garage


Request: Site Plan Review for the conversion of an existing carport to a 285-square-foot detached garage for a total of 4,459 square feet of residential floor area where the PSM is 4,182 square feet.
Location: 2566 Crestview Court, Section 24, Township 2N, Range 71W
Zoning: Rural Residential (RR) Zoning District
Owner/Applicant: Lori Anne Peak & Povilas Adomas Jocas
Agent: Danielle Lynn C/O enContext Architecture, LLC

Site Plan Review by the Boulder County Community Planning & Permitting Director is required for new building/grading/access or floodplain development permits in the plains and mountainous areas of unincorporated Boulder County. The subject review process considers potential significant impact to the ecosystem, surrounding land uses and infrastructure, and safety concerns due to natural hazards.

The Community Planning & Permitting staff values comments from individuals and referral agencies. Please check the appropriate response below or send a letter to the Community Planning & Permitting Department at P.O. Box 471, Boulder, Colorado 80306 or via email to planner@bouldercounty.gov. All comments will be made part of the public record and given to the applicant. Only a portion of the submitted documents may have been enclosed; you are welcome to call the Community Planning & Permitting Department at 720-564-2219 or email jlammers@bouldercounty.gov to request more information.

Please return responses by **January 20, 2025.**

☒ We have reviewed the proposal and have no conflicts.
☐ Letter is enclosed.

Signed Name  Printed Name Jessica Fasick

Agency or Address CP&P Historic Review

Date 1/9/25

From: [Do Not Reply](#)
To: [Lammers, Jessica](#)
Subject: SPR-24-0098 - Public Health Water Quality - Environmental Review
Date: Thursday, January 16, 2025 11:34:46 AM

The Public Health Water Quality - Environmental Review workflow task for SPR-24-0098 has been updated to **No Comments/No Conflict** and the following comments entered:

null

Please see the Accela record for more information.

email sent by EMSE: PLN_Referrals_Entered



History Colorado

Danielle Lynn
enContext Architecture, llc
PO BOX 1698, LYONS, Colorado, 80540

January 7, 2025

Re: 2566 Crestridge Ct
File Search No. 26707

At your request, the Office of Archaeology and Historic Preservation has conducted a search of the Colorado Inventory of Cultural Resources based on your specified search criteria, located in the following areas:

PM	T	R	S
6th	2N	71W	24

17 sites and 7 surveys were located in the search area(s).

If any site, district, building, structure, object, or survey area was identified within the search area, a spreadsheet of detailed information* accompanies this letter. Our records may not represent all cultural resources in Colorado, nor can they be considered comprehensive, as most of the state has not been surveyed for cultural resources. There is the possibility that as yet unidentified cultural resources exist within the proposed impact area.

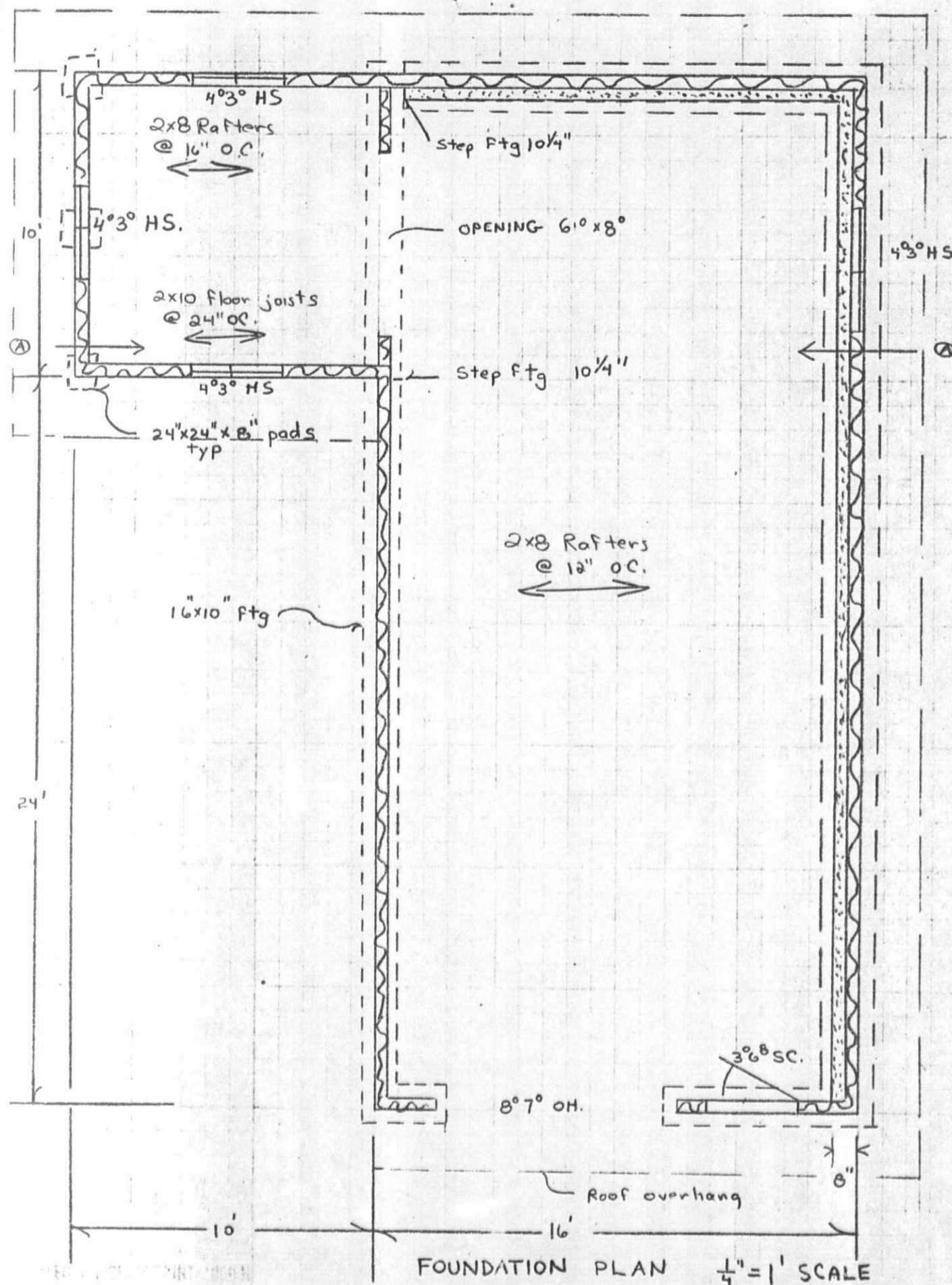
This letter is not considered formal consultation under Section 106 of the National Historic Preservation Act (36 CFR 800) or the Colorado Register of Historic Places (CRS 24-80.1). In the event that there is federal or state agency involvement, please note that it is the responsibility of the agencies to meet the requirements of these regulations.

We look forward to consulting with you regarding the effect of the proposed project on significant cultural resources in accordance with the Advisory Council on Historic Preservation regulations titled "Protection of Historic Properties" or the Colorado Register of Historic Places, as applicable (<http://www.historycolorado.org/consultation-guidance>).

If you have any questions, please contact the Office of Archaeology and Historic Preservation at (303) 866-3392. Thank you for your interest in Colorado's cultural heritage.

Dawn DiPrince
State Historic Preservation Officer

*Information regarding significant archaeological resources is excluded from the Freedom of Information Act. As such, legal locations of these resources must not be included in documents for public distribution.



From: [Wufoo](#)
To: [LU Land Use Planner](#)
Subject: [EXTERNAL] Ask a Planner - Patricia Jocas - SPR-24-0098 -
Date: Tuesday, March 25, 2025 3:26:23 PM

If your comments are regarding a specific Docket, please enter the Docket number: SPR-24-0098

Name: Patricia Jocas

Email Address: patsylynnj@gmail.com

Phone Number: (818) 523-7620

Please enter your question or comment: Re: Proposed garage at 2566 Crestridge Ct., Boulder 80302

We reside at 2617 Crestridge Ct, across the cul-de-sac from the Docket property. We support the conversion of the existing carport into a closed garage. The current garage is quite a distance from the street and can barely be seen, which indicates the proposed enclosure, which is adjacent to the existing garage will follow suit.

We see no adverse effects from enclosing the existing carport.

Thank you,

Patricia and Richard

Public record acknowledgement:

I acknowledge that this submission is considered a public record and will be made available by request under the Colorado Open Records Act.

Accessibility Report

Filename: SPR-24-0098 FINAL call-up memo.pdf

Report created by: [Enter personal and organization information through the Preferences > Identity dialog.]

Organization:

Summary

The checker found no problems in this document.

- Needs manual check: 2
- Passed manually: 0
- Failed manually: 0
- Skipped: 2
- Passed: 28
- Failed: 0

Detailed Report

Document

Rule Name	Status	Description
Accessibility permission flag	Passed	Accessibility permission flag must be set
Image-only PDF	Passed	Document is not image-only PDF
Tagged PDF	Passed	Document is tagged PDF
Logical Reading Order	Needs manual check	Document structure provides a logical reading order
Primary language	Passed	Text language is specified
Title	Passed	Document title is showing in title bar
Bookmarks	Passed	Bookmarks are present in large documents
Color contrast	Needs manual check	Document has appropriate color contrast

Page Content

Rule Name	Status	Description
Tagged content	Passed	All page content is tagged
Tagged annotations	Passed	All annotations are tagged
Tab order	Passed	Tab order is consistent with structure order
Character encoding	Passed	Reliable character encoding is provided
Tagged multimedia	Passed	All multimedia objects are tagged
Screen flicker	Passed	Page will not cause screen flicker
Scripts	Passed	No inaccessible scripts
Timed responses	Passed	Page does not require timed responses
Navigation links	Passed	Navigation links are not repetitive

Forms

Rule Name	Status	Description
Tagged form fields	Passed	All form fields are tagged
Field descriptions	Passed	All form fields have description

Alternate Text

Rule Name	Status	Description
Figures alternate text	Passed	Figures require alternate text
Nested alternate text	Passed	Alternate text that will never be read
Associated with content	Passed	Alternate text must be associated with some content
Hides annotation	Passed	Alternate text should not hide annotation
Other elements alternate text	Passed	Other elements that require alternate text

Tables

Rule Name	Status	Description
Rows	Passed	TR must be a child of Table, THead, TBody, or TFoot

TH and TD	Passed	TH and TD must be children of TR
Headers	Skipped	Tables should have headers
Regularity	Passed	Tables must contain the same number of columns in each row and rows in each column
Summary	Skipped	Tables must have a summary

Lists

Rule Name	Status	Description
List items	Passed	LI must be a child of L
Lbl and LBody	Passed	Lbl and LBody must be children of LI

Headings

Rule Name	Status	Description
Appropriate nesting	Passed	Appropriate nesting

[Back to Top](#)



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BOULDER COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM #2

April 15th, 2025 at 1:00 p.m.

*All Commissioners' public hearings and meetings will 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.*

PUBLIC HEARING with PUBLIC TESTIMONY

STAFF: Jack Sheehan, Long Range Planner I

Sabrina Torres, Sustainability Agricultural Community Outreach Planner II

Docket DC-25-0001: Text Amendments to the Land Use Code Related to Mobile Farm Stands.

Text Amendments to the Land Use Code Article 4 and Article 18, intended to add a Mobile Farm Stand option to support agricultural producers direct to consumer sales and any other changes to the Code necessary to integrate these changes.

Action Requested by the Board of County Commissioners: Approval

PACKET CONTENTS

Staff Report: Pages 1 to 7

Exhibit A: Proposed Text Amendments, Pages A1 to A4

Exhibit B: Farm Stand Pilot Survey Results, Pages B1 to B15

Exhibit C: Text Amendment Authorization Memo, Pages C1 to C2

Exhibit D: Public Comments, Page D1

BACKGROUND

On February 4, 2025, staff received authorization from the Board of County Commissioners (BOCC) to initiate amendments to the Boulder County Land Use Code (Code) to allow for mobile farm stands. The proposed text amendments build on the findings of the 2023 Farm Stand Pilot Project, which was authorized by the BOCC and led by Community Planning and Permitting (CPP) to assess the feasibility of pre-approved Agricultural Sales Structure building plans. The pilot project aimed to address financial and time constraints faced by local agricultural producers when building an Agricultural Sales Structure.

A noticeable number of farmers seeking to permit simple structures encountered challenges related to the costs of engineering plans, materials, and the time required for permitting. These factors made

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

it difficult for farmers to establish farm sales operations efficiently, impacting their ability to sell products directly to consumers. Given that many farmers operate within tight financial and seasonal constraints, an expedited and cost-effective solution was needed.

In response to these concerns, the County's Building Official, Ron Flax, and Sustainable Agricultural Planner, Sabrina Torres, collaborated to explore the feasibility of creating free structure designs that could come with pre-approved building permits. The goal was to develop engineer-stamped farm stand structure designs in-house, providing a streamlined option for farmers while ensuring compliance with building regulations. Staff then hired a local architect to design these pre-approved farm stand options, which are free and available for farmers to use.

Community Engagement and Survey Findings

To ensure the proposed designs met farmers' needs, CPP initiated the project by distributing an online survey through local farm list servers such as CSU Extension, Parks and Open Space, Flatirons Farmers Coalition, and Boulder County Farmers Market. The survey collected input on ideal farm stand dimensions, display needs, pricing expectations, mobility preferences, and other key design elements (see survey results in Exhibit B). In winter of 2023, the survey received 13 responses from a diverse range of farm types, operation sizes, and business models.

Key findings from the survey revealed:

- **Farmer Demographics:** 7 of respondents were beginning farmers (0-10 years in operation), while 6 farmers had been operating longer. Among respondents, 2 reported annual farm sales under \$24,000, 3 had sales between \$25,000 and \$349,999, and 1 reported sales exceeding \$350,000.
- **Investment Willingness:** The maximum amount farmers were willing to invest in a farm stand varied, but the average was approximately \$8,500. The most common responses fell between \$5,000 and \$15,000.
- **Product Storage and Display Needs:** 11 of the respondents noted specific storage requirements, with many citing the need for shaded display areas and shelving configurations that allowed for easy customer access. Electricity for payment processing and lighting was also a frequent request.
- **Mobile Farm Stand Interest:** 12 of the respondents expressed interest in a farm stand on wheels, highlighting the appeal of flexibility.

While conducting community engagement, CPP simultaneously worked with multiple county partners, including Public Health, Access & Engineering, and Fire Districts, to assess how a pre-approved building permit option could fold into existing review processes. This collaboration was essential in identifying county-wide regulations related to farm stands and ensuring that the proposed designs followed an expedited permitting pathway.

Following the survey, staff conducted a roundtable discussion where 7 farmers reviewed the draft designs based on key findings from the survey and 5 farmers were followed up with individually as they could not attend the in-person discussion. This session provided an opportunity to showcase how and why the proposed structures met both functionality for farmers based on input from the survey and regulatory compliance. However, when the material cost estimates were presented as

closer to \$20,000, it became clear that the projected costs exceeded what many farmers were able to invest. Given the USDA's 2022 Census of Agriculture data, which shows that 86% of Boulder County's 826 farms generate less than \$25,000 in annual sales, affordability remained a critical factor in determining whether the pilot project intended goals were still feasible. Expecting farmers to invest more to construct a farm stand than their annual agricultural sales did not align with the pilot's core goal.

Recognizing these financial constraints, CPP continued exploring cost effective paths to support direct-to-consumer sales for farmers while still meeting the purpose and intent of building codes. Eventually, it became clear that a mobile farm stand model was a feasible path that aligned with farmers' needs. Mobile stands provide increased market access with customers, flexibility to take the unit with them should they move properties, and reduced construction costs. This shift led to broader discussions within CPP regarding necessary Code updates to allow mobile farm stands as an allowable option.

Providing another option for the form a farm stand can take (an alternative to a structure) removes the identified cost barriers associated with construction of a structure. Staff thus propose to amend the existing Agricultural Sales Structure definition in the Land Use Code and expand it to include not only a structure but also a mobile farm stand option. This amendment aligns with the county's ongoing efforts to support local agriculture by providing practical solutions that enhance market opportunities for small farms.

PUBLIC COMMENT

Staff issued a press release and publication in the Land Use Code GovDelivery channel regarding this Code update after the text amendment was authorized.

The public has been notified of this public hearing and will have the opportunity to provide comments at the Board of County Commissioners hearing. As of April 8, 2025, staff has received one public comment in support of this text amendment.

SUMMARY OF PROPOSED TEXT AMENDMENTS

The proposed text amendments to the Land Use Code are designed to provide the public with the option of using a mobile farm stand in the unincorporated county to support Accessory Agricultural Sales. In this section staff has included text from the proposed Code amendments, which can also be found in Exhibit A.

Staff propose changing the definition of Agricultural Sales *Structure* to Agricultural Sales *Unit*. Since the farm stands are mobile (on wheels) they are not an improvement to real property and therefore not structures as defined by the Building Code. Since the mobile farm stand is not a "Structure" as defined in Land Use Code or the Building Code that term has been changed to 'Unit' so the definition can be more inclusive and allow for mobile farm stands. Additional language specific to mobile farm stands was then added to the definition.

18-105.A Agricultural Sales Structure Unit

A unit designed for the retail or wholesale of agricultural or horticultural products and adhering to the provisions for the Accessory Agricultural Sales and/or Farm Store uses which may be a structure, a portion of a structure, or a mobile farm stand.

A mobile farm stand is a vehicle-based sales unit (being either self-propelled or towed by a vehicle). Units shall be granted and maintain all applicable local, state, and federal permits and licenses.

The proposed Agricultural Sales Unit definition describes what an Agricultural Sales Unit is and notes that these units are allowed as part of an Accessory Agricultural Sales use (article 4-516.B). For mobile farm stands, the county does not regulate vehicles on the road, but operators will need to understand what other regulations apply and abide by applicable standards for vehicles of various types, shapes, sizes.

Like other accessory uses in the Land Use Code, Accessory Agricultural Sales is one that is customarily incidental to and on the same parcel as the principal use. Accessory Agricultural Sales is permitted to occur within an Agricultural Sales Unit and would be associated with a principal use producing agricultural or horticultural products. Several changes to the Accessory Agricultural Sales use are also proposed to integrate the change to the Agricultural Sales Unit definition.

The first of these changes are to subsection (a) of the Additional Provisions (Article 4-516.B.5). Here, staff propose referencing “area” instead of “floor area” in order to clarify what dictates the percentage of products sold that must be sourced from Boulder County farms. Staff did not want to bind this calculation to Floor Area (which is a measurement of buildings and structures), since the mobile farm stand option is not a structure with Floor Area. For those units utilizing a structure, portions of the Floor Area may be used for stock storage or other purposes and not the areas used for sales (display of products for sale). By making this change, staff has simplified the necessary calculation to be based on the general area used for sales, and the operator would only need to ensure that 70 percent of the area used for sales is dedicated to Agricultural Products.

4-516.B Accessory Agricultural Sales

5. Additional Provisions:

- a. The majority of all products sold must be sourced from Boulder County farms. A minimum of 70 percent of products sold, based on the floor area used for sales, must be Agricultural Products (as defined in Article 18). The remainder (up to 30 percent of all products sold based on the floor area used for sales) may be craft, artisan, or prepared food products, and may include a nominal amount of other products (eg, promotional items). ~~Food items sold must meet Boulder County Public Health requirements.~~

Changes to the additional provisions b through e only propose changing Agricultural Sales Structure to Agricultural Sales Unit and reorganizing the additional provisions for greater clarity.

Staff has also worked with CPP's Building division to draft subsection (f) below that allows a mobile farm stand to have electrical service to support the use.

4-516.B.5

- f. A mobile farm stand shall be allowed a maximum of (1) 120-volt 20-amp GFCI protected receptacle fed from the existing electrical system. This receptacle shall be weatherproof and mounted in a weatherproof box with an approved cover allowing cord connection while closed. The box shall be mounted on a minimum 4x4 pressure treated post buried a minimum of 2' in the ground and standing a minimum of 2' above grade. This electrical installation shall be considered permanent and installed accordingly per all currently adopted NEC requirements.

This language lists the minimum requirements that would allow a mobile farm stand to safely have electrical service for things like lighting, oscillating circulation fans, point of sale equipment and similar items.

Lastly, subsection (e) has been added to the additional provisions to clarify how the regulations of the Floodplain Overlay District apply to mobile farm stands.

- e. A mobile farm stand located in the Floodplain Overlay District must meet the requirements in Article 4-405.F (for Recreational Vehicles) but does not need a Floodplain Development Permit. All other Agricultural Sales Units that have two sides and a roof and are located in the Floodplain Overlay District must receive a Floodplain Development Permit and meet the requirements of Article 4-405.C.3.a.

Other updates to the Code found in Exhibit A simply update the term Agricultural Sales Structure to Agricultural Sales Unit to reflect the proposed name change.

CRITERIA ANALYSIS

Article 16-100.B of the Boulder County Land Use Code contains criteria for amending the text of the Code. Staff reviewed the proposed text amendments against these criteria and find:

1. ***The existing text is in need of amendment.***

Findings from the pilot project led to the concept of incorporating a mobile farm stand option into the Code. Given that many farmers operate within tight financial and seasonal constraints, an expedited and cost-effective solution was needed. The Code allows amendment to include this option.

2. ***The amendment is not contrary to the intent and purpose of this Code.***

The Code is enacted to allow mobile farm stands that comply with basic safety and zoning requirements. The proposed text amendments align with the intent and purpose of the Code in that these additional means of selling/purchasing agricultural products promote the health, safety, and general welfare in unincorporated Boulder County.

3. ***The amendment is in accordance with the Boulder County Comprehensive Plan.***

As proposed, the text amendment does not make changes to the Code that would alter the current Code's consistency or conflict with the goals and policies of the Boulder County Comprehensive Plan (the Plan). By expanding options and reducing barriers, the proposed text amendment would enhance the Code's intention to support the goals & policies of the Plan, specifically those listed below:

AG Goal 2: Foster a Diverse Agricultural Economy: Agricultural enterprises and activities are an important sector of the Boulder County economy and the county shall foster and promote a diverse and sustainable agricultural economy as an integral part of its activities to conserve and preserve agricultural lands in the county.

AG 1.05 Regulatory Burden: It shall be the policy of Boulder County to keep the regulatory burden on various agricultural activities to the minimum necessary for identifying, addressing, and mitigating potential impacts in the areas of health, safety, and welfare.

EC 1.03 Agriculture: Boulder County acknowledges the importance of agriculture and its cultural, environmental, health, economic, and resilience related benefits to the community. Boulder County recognizes the integral role of agricultural history in the county and supports innovation and diversification in the agricultural economy.

EC 3.01: Local Partnerships and Linkages. Boulder County encourages local economic partnerships and linkages in which products are sustainably sourced or produced within unincorporated Boulder County in a manner compatible with the rural character and are sold in local rural and urban markets.

PLANNING COMMISSION

Staff presented Docket DC-25-0001 Text Amendments to the Land Use Code Related to Mobile Farm Stands to the Planning Commission on March 19, 2025. Staff received one written public comment prior to the hearing and no members of the public spoke at the hearing.

The Planning Commissioners unanimously voted to recommend approval of Docket DC-25-0001 to the Board of County Commissioners.

In addition to this recommended approval, Planning Commissioners suggested minor modifications to the proposed text staff presented which are as follows:

- Increase the maximum allowed electrical services as described in the proposed text found in 4-516.B.5.f.
 - Staff consulted Boulder County's Chief Building Official on this matter and have determined that the current proposal is sufficient for mobile farm stand operators while also maintaining safety standards.

- Staff intended to allow an avenue for farmers to have an electrical option in order for the farm stand operator to power things such as a point-of-sale machine, an oscillating fan, and other smaller electrical utilities. With this language, farm stand operators have the ability to electrify their stand with a modest electrical system similar to what is found in households. This does not preclude the use of power which is generated by the mobile unit independent of a fixed-on site power source.
- Expand the percentage of allowed non-Agricultural Products which is currently at 30 percent. This is in reference to section 4-516.B.5.a.
 - The current standard requires that 70 percent of products sold as part of the Accessory Agricultural Sales use must be from Agricultural Products and staff believe this percentage is aligned with the intent and purpose of an accessory use bringing local Agricultural Products to market
 - Staff's goal was to respond to concerns expressed by the farming community and to provide farmers with a mobile farm stand option. Examining all elements of the Accessory Agricultural Sales use was beyond the scope of this code change.
 - The 70/30 split required by the Accessory Agricultural Sales use is not an issue that staff have heard as a concern from farmers at this time although all sections of the Code can be revisited.

RECOMMENDATION

Staff recommends that the Board of County Commissioners **approve Docket DC-25-0001: Text Amendments to the Land Use Code Related to Mobile Farm Stands.**

Exhibit A

18-105.A Agricultural Sales Structure Unit

~~A structure, or portion of a structure, used for sales of agricultural products and adhering to the provisions for the Accessory Agricultural Sales and/or Farm Store uses.~~

A unit designed for the retail or wholesale of agricultural or horticultural products and adhering to the provisions for the Accessory Agricultural Sales and/or Farm Store uses which may be a structure, a portion of a structure, or a mobile farm stand.

A mobile farm stand is a vehicle-based sales unit (being either self-propelled or towed by a vehicle). Units shall be granted and maintain all applicable local, state, and federal permits and licenses.

Other Code sections where Agricultural Sales Structure is mentioned and needs updating to incorporate the change to the definition above.

4-516.B Accessory Agricultural Sales

1. Definition: A location for the retail sale or wholesale of agricultural or horticultural products.
2. Districts Permitted: By right in F, A, RR on unsubdivided land, ER, LI, GI, T, B, C, and MI; By Limited Impact Special Review in RR (subdivided) unless waived by the Director
3. Parking Requirements: Vehicles should be accommodated on-site. On street parking may be permissible with review and approval from the Public Works Department.
4. Loading Requirements: Sufficient to accommodate the use.
5. Additional Provisions:
 - a. The majority of all products sold must be sourced from Boulder County farms. A minimum of 70 percent of products sold, based on the floor area used for sales, must be Agricultural Products ~~(as defined in Article 18)~~. The remainder (up to 30 percent of all products sold based on the floor area used for sales) may be craft, artisan, or prepared food products, and may include a nominal amount of other products (eg, promotional items). ~~Food items sold must meet Boulder County Public Health requirements.~~
 - b. Food items sold must meet all applicable state and local requirements, for example sale of value-added products may require a license from Boulder County Public Health.
 - c. Structures Units used for the purposes of Accessory Agricultural Sales must meet the requirements for definition of an Agricultural Sales Structure Unit per 4-516 and Article 18 and are subject to the Accessory Agricultural Structures provisions in Article 4-516.C. Agricultural or horticultural products grown on the farm may be processed on the farm to create a value-added product provided the majority of the ingredients are grown on-site. For purposes of this use, the term "on-site" means agricultural and horticultural products that are grown on parcels under the same ownership, lease, or control as the parcel where the Accessory Agricultural Sales use is located
 - d. Agricultural or horticultural products grown on the farm may be processed on the farm to create a value-added product provided the majority of the ingredients are grown on-site. A commercial kitchen for the express purpose of processing agricultural products may be constructed.

Exhibit A

- e. For purposes of this use, the term “on-site” means agricultural and horticultural products that are grown on parcels under the same ownership, lease, or control as the parcel where the Accessory Agricultural Sales use is located. A commercial kitchen for the express purpose of processing agricultural products may be constructed.
- f. A mobile farm stand shall be allowed a maximum of (1) 120-volt 20-amp GFCI protected receptacle fed from the existing electrical system. This receptacle shall be weatherproof and mounted in a weatherproof box with an approved cover allowing cord connection while closed. The box shall be mounted on a minimum 4x4 pressure treated post buried a minimum of 2’ in the ground and standing a minimum of 2’ above grade. This electrical installation shall be considered permanent and installed accordingly per all currently adopted NEC requirements.
- e. ~~Sale of value-added products may require a license from Boulder County Public Health.~~
- g. The requirement for Limited Impact Special Review in RR subdivisions may be waived if the Director determines the Accessory Agricultural Sales will not have a negative impact on the neighborhood and that there is no potential for any significant conflict with the criteria listed in Article 4-601 of this Code. In considering this determination, the Director shall notify adjacent property owners. The Director shall not issue the determination for seven days and shall consider any comments received from the public.

4-516.C. Accessory Agricultural Structure

1. Definition:

- a. A structure that is accessory to a principal agricultural use, which may include barns that store animals or agricultural implements, detached greenhouses, Season-Extending Agricultural Structures ~~(as defined in Article 18)~~, indoor riding arenas, or other accessory structures depending on their demonstrated use; or
- b. Agricultural Sales Structures Unit (as defined in Article 18) accessory to a principal Agricultural, Commercial, or Business use.

2. Districts Permitted: By right in F, A, RR, ER, LI, GI, T, B, C, and MI

3. Parking Requirements: To be determined through review

4. Loading Requirements: None

5. Additional Provisions

- a. Accessory Agricultural Structures are subject to the minimum requirements of the zoning district in which they are located.
- b. Accessory Agricultural Structures must be of a size and scale that relates to the size and scale of the agricultural use on-site, except that Agricultural Sales Structures Units may be located on property not used for production of agricultural products (see 4-516). Property owners may be asked to demonstrate the agricultural use including the area where the agricultural use will take place, describe how the structure will be utilized, and discuss how the structure and its proposed size is necessary to support the agricultural use on-site. Property owners may be required to sign a zoning affidavit restricting the structure to agricultural uses.

Exhibit A

- c. For purposes of this use, the term “on-site” means parcels under the same ownership, lease or control as the parcel where the Accessory Agricultural Structure is located.
- d. Structures that support the agricultural use shall not be considered Residential Floor Area. Structures that do not support an agricultural use are considered Accessory Structures and will contribute to the total Residential Floor Area on the subject parcel.
- e. A mobile farm stand located in the Floodplain Overlay District must meet the requirements in Article 4-405.F (for Recreational Vehicles) but does not need a Floodplain Development Permit. All other Agricultural Sales Units that have two sides and a roof and are located in the Floodplain Overlay District must receive a Floodplain Development Permit and meet the requirements of Article 4-405.C.3.a.

4-101 Forestry (F) District

4-102 Agricultural (A) District

4-103 Rural Residential (RR) District

4-104 Estate Residential (ER) District

4-108 Transitional (T) District

4-109 Business (B) District

4-110 Commercial (C) District

4-111 Light Industrial (LI) District

4-112 General Industrial (GI) District

F.2. Special review is required for any use which:

- a. generates traffic volumes in excess of 150 average daily trips per lot, as defined by the Institute of Transportation Engineers;
- (i) Property with a Verified Established Farm Use may have up to 200 average daily trips per lot, as determined through the applicable review process, when there is an Agricultural Sales Structure Unit in operation on the property.

4-802.A. Site Plan Review shall be required for (unless not required or waived pursuant to sections B and C below):

3. Any cumulative increase in floor area of more than 1,000 square feet on a parcel over that existing as of September 8, 1998.

- c. Applies to all principal and accessory structure(s), except for;
 - (i) Season-Extending Agricultural Structures, if the dimensions of the Season-Extending Agricultural Structures on a property fall below the thresholds identified in 4-802.A.16.
 - (ii) Agricultural Sales ~~Structures~~ Units less than 500 square feet.

Exhibit A

15. An Agricultural Sales ~~Structure~~ Unit larger than 500 square feet, or greater than 12 feet in height.

4-802.B. Site Plan Review shall not be required for:

2. Accessory structures less than 1,000 square feet.

d. Except Agricultural Sales ~~Structures~~ Units as specified in 4-802.A.15.

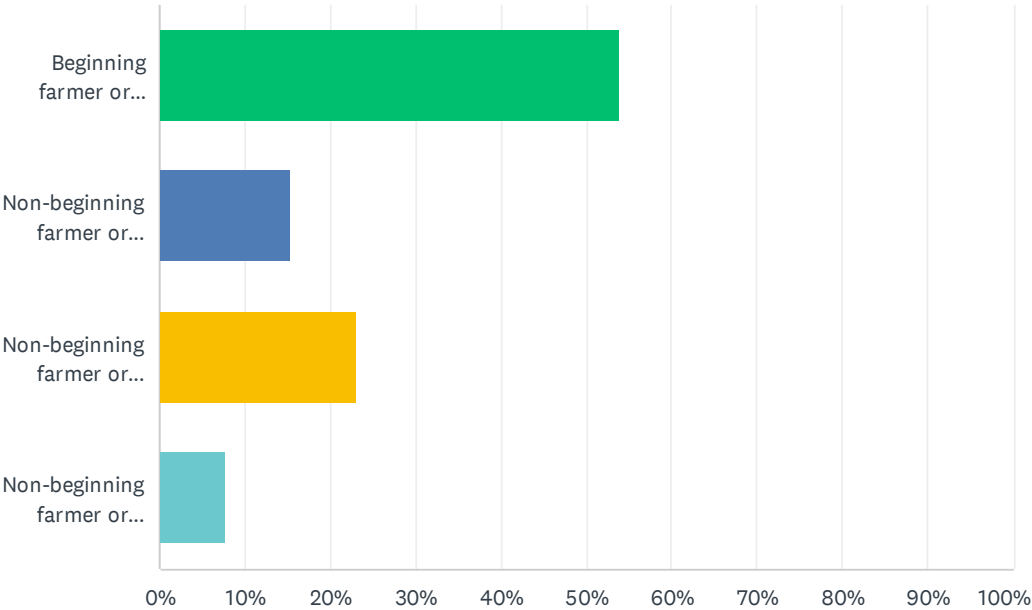
4-802.C. Site Plan Review may be waived for the following circumstances if the Community Planning & Permitting Director determines that there is no potential for any significant conflict with the criteria listed in Article 4-806 of this Code:

2. In the plains, any nonresidential accessory structure less than 5,000 square feet, with the exception of Agricultural Sales ~~Structures~~ Units.

3. In the mountainous areas, any nonresidential accessory structure less than 2,000 square feet, with the exception of Agricultural Sales ~~Structures~~ Units.

Q1 Which best describes you?

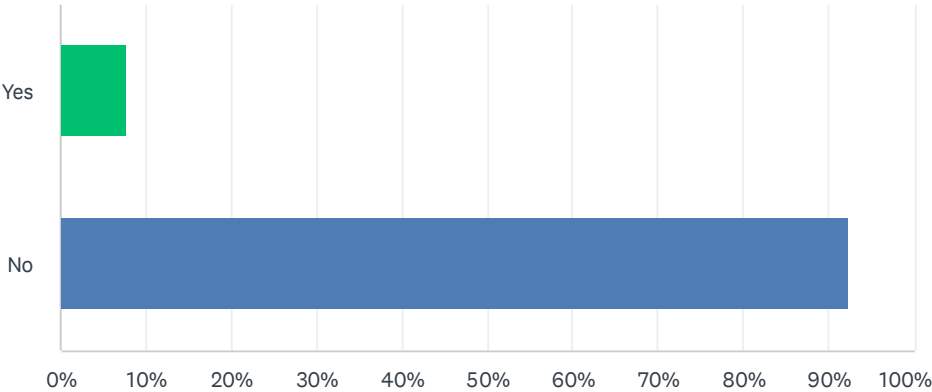
Answered: 13 Skipped: 0



ANSWER CHOICES	RESPONSES	
Beginning farmer or rancher (0-10 years operating a farm/ranch business)	53.85%	7
Non-beginning farmer or rancher with sales \$0-\$24,000	15.38%	2
Non-beginning farmer or rancher with sales \$25,000-\$349,999	23.08%	3
Non-beginning farmer or rancher with sales \$350,000+	7.69%	1
TOTAL		13

Q2 Have you previously applied for a farm stand permit in Boulder County?

Answered: 13 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	7.69%	1
No	92.31%	12
TOTAL		13

Q3 What is an ideal size farm stand for you? (Please specify dimensions in feet or square feet)

Answered: 13 Skipped: 0

#	RESPONSES	DATE
1	200sf	11/8/2023 1:08 PM
2	400 square feet of enclosed/indoor space including walkin cooler, with 3-400 square feet of shaded attached open-air space for display/shopping. customers prefer outdoor shopping experience	11/8/2023 11:49 AM
3	8x40	11/7/2023 1:35 PM
4	8' x 12'	11/4/2023 9:40 AM
5	8x10 or similar, no smaller than 6x8	11/1/2023 8:27 AM
6	200-400 sqft.	10/30/2023 11:25 AM
7	20'x10'	10/29/2023 11:21 AM
8	10'x20'	10/27/2023 8:06 AM
9	300 sq ft	10/27/2023 6:43 AM
10	~20x30	10/27/2023 6:39 AM
11	5 feet by 5 feet	10/26/2023 9:54 PM
12	10'x20'	10/26/2023 5:28 PM
13	350-400 sq ft	10/26/2023 4:12 PM

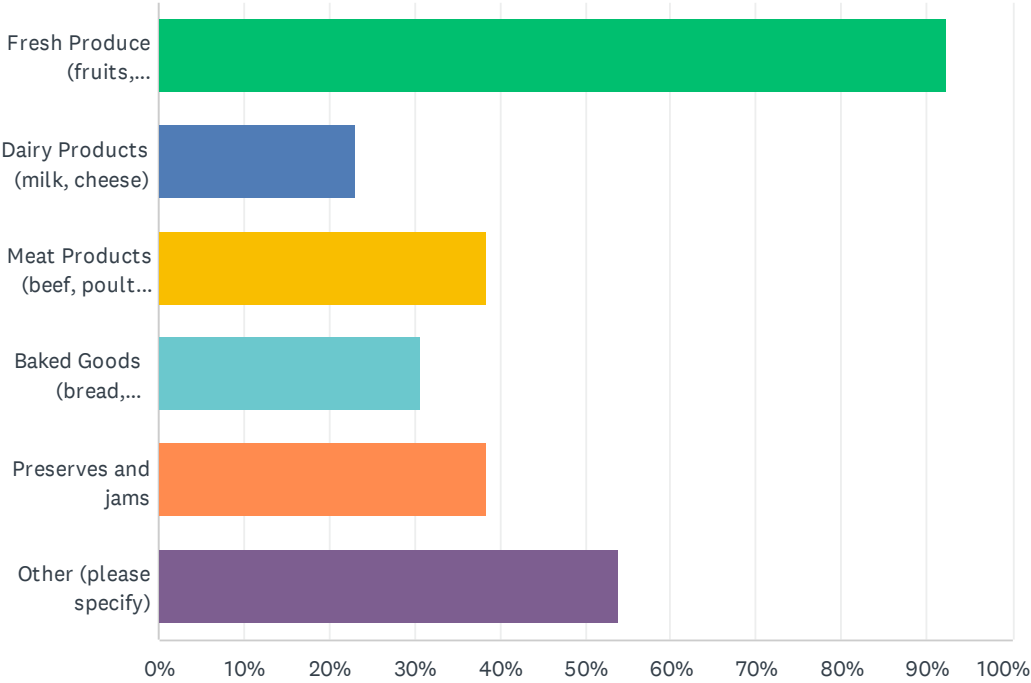
Q4 Are there any specific or creative design features that are important to you? (e.g., a 3ft wide door to make loading in easy)

Answered: 13 Skipped: 0

#	RESPONSES	DATE
1	Wide open doors to make the entrance enticing for customers. Insulated structure to sell all winter.	11/8/2023 1:08 PM
2	open-air shade structure with some closed in space like a mini barn. Also walkin cooler or refrigerated truck. Some wind barriers. Electricity and water. ample parking. 7ft x 5ft tall doorways (garage door style) would allow for standard greenhouse size rolling rack which is also suitable for displaying produce.	11/8/2023 11:49 AM
3	AC, maybe a garage sliding door, backstock section, perhaps a built-in fridge/freezer section, 2 doors for entry/exit.	11/7/2023 1:35 PM
4	Ramp instead of stairs	11/4/2023 9:40 AM
5	Shelves, entry points for electric cords to power refrigeration, door that locks or shuts securely (animal proof), easy to clean, Roof that funnels snow away from entrance.	11/1/2023 8:27 AM
6	Garage door for easy access. Able for customers to come inside. For shade purposes. Any sort of awning for shade purposes.	10/30/2023 11:25 AM
7	-open so customers are accessing shelves from outside (maybe under awning) versus having to go inside a space, but space is still easily securable when stand is not open -self pay	10/29/2023 11:21 AM
8	Needs electrical for fridge and freezer and security cameras	10/27/2023 8:06 AM
9	Wide door- protection from elements -	10/27/2023 6:43 AM
10	Ability to add utilities	10/27/2023 6:39 AM
11	Open access for customers	10/26/2023 9:54 PM
12	Wide door, ramp going into doorway for loading produce from rolling carts, side windows that can be opened, sink for washing hands and filling flower buckets, produce. Awning to shade produce and flowers	10/26/2023 5:28 PM
13	insulated and accessible in the wintertime, ability to fit a walk-in cooler, door wide enough to fit a pallet jack. Power, heat, running water. A lock on the door. Exterior lighting.	10/26/2023 4:12 PM

Q5 What types of products or produce do you plan to sell at your farm stand? (Check all that apply)

Answered: 13 Skipped: 0

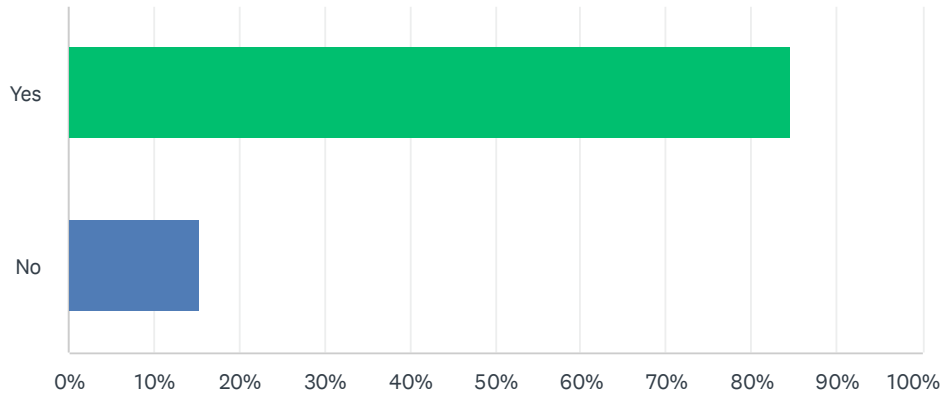


ANSWER CHOICES	RESPONSES	
Fresh Produce (fruits, vegetables)	92.31%	12
Dairy Products (milk, cheese)	23.08%	3
Meat Products (beef, poultry, etc.)	38.46%	5
Baked Goods (bread, pastries)	30.77%	4
Preserves and jams	38.46%	5
Other (please specify)	53.85%	7
Total Respondents: 13		

#	OTHER (PLEASE SPECIFY)	DATE
1	starter plants (edible), flower bouquets	11/8/2023 11:49 AM
2	pre-made meals and snacks to go	11/7/2023 1:35 PM
3	herbs	11/4/2023 9:40 AM
4	herbs, body products made on site, honey, eggs, flowers	11/1/2023 8:27 AM
5	Art, soap, dog treats	10/27/2023 8:06 AM
6	Lavender and wool products and flowers	10/27/2023 6:43 AM
7	Flowers	10/26/2023 5:28 PM

Q6 Do the products you plan to sell at your farm stand have special storage or display needs?

Answered: 13 Skipped: 0



ANSWER CHOICES	RESPONSES
Yes	84.62% 11
No	15.38% 2
TOTAL	13

#	IF YES, (PLEASE SPECIFY)	DATE
1	many refrigerated items and items that need to be kept above freezing during the winter	11/8/2023 1:08 PM
2	plants need watering and sunlight and need to go inside at night. produce needs a walkin cooler.	11/8/2023 11:49 AM
3	Small fridge for grab n go, and hot plate for warm goods	11/7/2023 1:35 PM
4	Refrigeration	11/1/2023 8:27 AM
5	Cool temps. No direct sun.	10/30/2023 11:25 AM
6	climate control or design that keeps passively cool	10/29/2023 11:21 AM
7	Freezer/fridge	10/27/2023 8:06 AM
8	Coverage from Sun and element	10/27/2023 6:43 AM
9	small drop in freezer and	10/27/2023 6:39 AM
10	Refrigerated coolers for cut flowers, and meat	10/26/2023 5:28 PM
11	refrigerated storage.	10/26/2023 4:12 PM

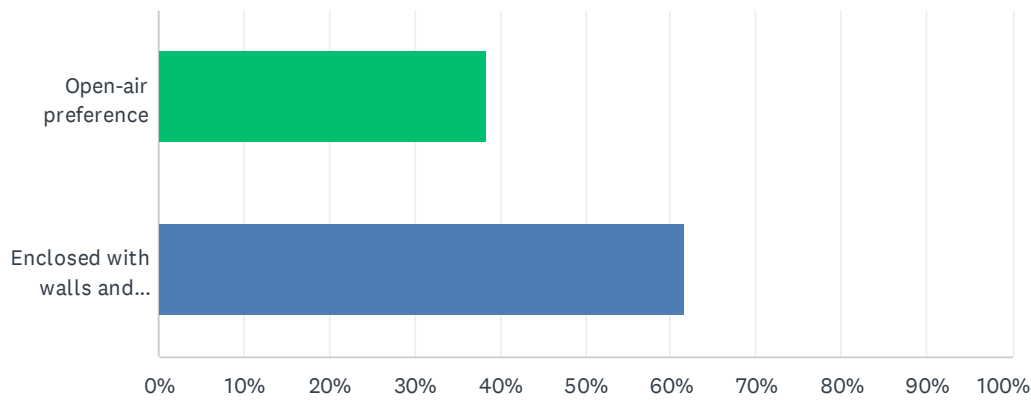
Q7 How many display shelves or tables do you think are necessary for your farm stand?

Answered: 12 Skipped: 1

#	RESPONSES	DATE
1	Several shelving units and refrigerators	11/8/2023 1:08 PM
2	8 tables and 4 rolling racks	11/8/2023 11:49 AM
3	about 20' worth of shelving, 3-4 fridge/freezers	11/7/2023 1:35 PM
4	4	11/4/2023 9:40 AM
5	As many as are comfortable within the footprint of the stand - having a shelf design that is modular and very adjustable seems important	11/1/2023 8:27 AM
6	As many as possible. 20plus	10/30/2023 11:25 AM
7	2-4	10/27/2023 8:06 AM
8	5 or more	10/27/2023 6:43 AM
9	5 tables 5 shelf sets	10/27/2023 6:39 AM
10	3-4	10/26/2023 9:54 PM
11	2 shelves, 3 table surfaces	10/26/2023 5:28 PM
12	all exterior walls to display crates at an angle, plus large bins for root crops that don't need to be refrigerated.	10/26/2023 4:12 PM

Q8 Would you prefer an open-air farm stand or one enclosed with walls and windows?

Answered: 13 Skipped: 0



ANSWER CHOICES	RESPONSES	
Open-air preference	38.46%	5
Enclosed with walls and windows preference	61.54%	8
TOTAL		13

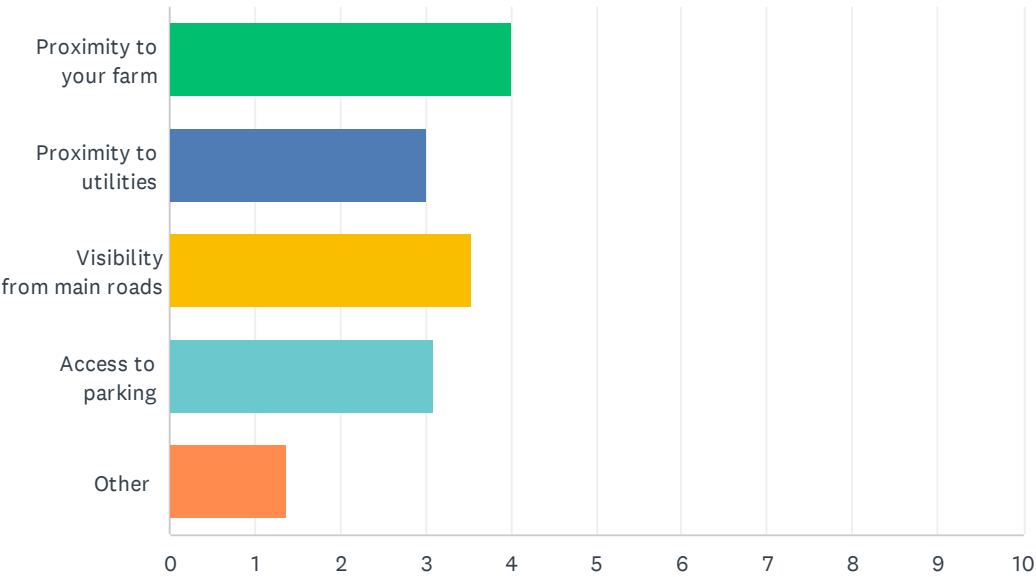
Q9 In terms of pricing, what is the maximum amount you would be willing to invest in building or setting up a farm stand?

Answered: 12 Skipped: 1

#	RESPONSES	DATE
1	15k	11/8/2023 1:08 PM
2	\$5,000	11/8/2023 11:49 AM
3	20-50k	11/7/2023 1:35 PM
4	\$500	11/4/2023 9:40 AM
5	Less than \$10,000. Depends very much on the design and benefits over current homemade structure	11/1/2023 8:27 AM
6	\$10,000	10/30/2023 11:25 AM
7	\$1000	10/29/2023 11:21 AM
8	\$10,000	10/27/2023 8:06 AM
9	2500	10/27/2023 6:43 AM
10	\$5000-\$9000	10/27/2023 6:39 AM
11	\$1500	10/26/2023 5:28 PM
12	\$5,000 (not including the refrigeration)	10/26/2023 4:12 PM

Q10 What factors are most important to you when choosing the location for your farm stand? (Rank in order of importance from top to bottom)

Answered: 11 Skipped: 2



	1	2	3	4	5	TOTAL	SCORE
Proximity to your farm	45.45% 5	18.18% 2	27.27% 3	9.09% 1	0.00% 0	11	4.00
Proximity to utilities	0.00% 0	36.36% 4	27.27% 3	36.36% 4	0.00% 0	11	3.00
Visibility from main roads	45.45% 5	9.09% 1	9.09% 1	27.27% 3	9.09% 1	11	3.55
Access to parking	0.00% 0	36.36% 4	36.36% 4	27.27% 3	0.00% 0	11	3.09
Other	9.09% 1	0.00% 0	0.00% 0	0.00% 0	90.91% 10	11	1.36

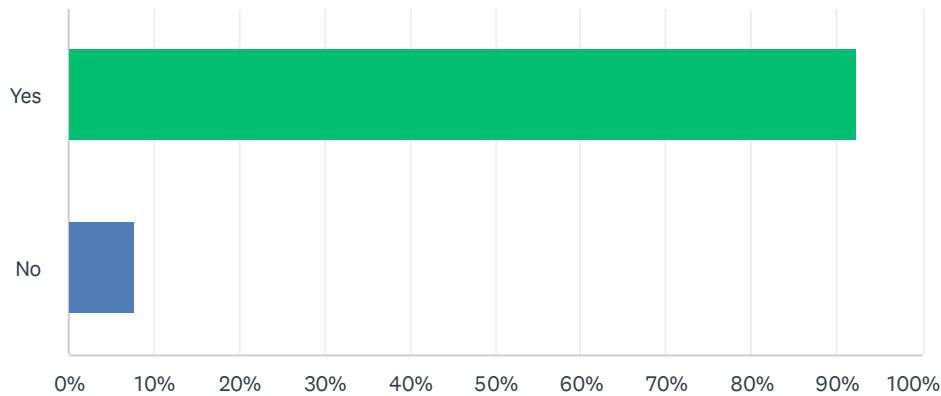
Q11 Are there any additional features you would like in a farm stand, such as shaded awnings, electricity/Wi-Fi for lights and payment systems, signage, etc.? (Please specify)

Answered: 10 Skipped: 3

#	RESPONSES	DATE
1	All of the above.	11/8/2023 1:08 PM
2	electricity/lighting for lights and payment systems, water, shade, wind break, ample parking	11/8/2023 11:49 AM
3	Wifi, shaded awnings, picnic tables, signage from road, outdoor and indoor lighting, bulletin boards and windows	11/7/2023 1:35 PM
4	Signage	11/4/2023 9:40 AM
5	Shaded awnings would be very useful. Wifi access not required.	11/1/2023 8:27 AM
6	-shaded awnings (though would have to withstand front range wind) -electricity & wifi for self pay -ability to have farm sign	10/29/2023 11:21 AM
7	Wi-Fi, lockable, security camera	10/27/2023 8:06 AM
8	Ability for utilities , signs, awnings , wifi	10/27/2023 6:43 AM
9	all the ones listed here! awnings, electricity, signage that can be large and visible to folks waiting in line	10/27/2023 6:39 AM
10	All of the above listed	10/26/2023 5:28 PM

Q12 Would you be interested in a farm stand design on wheels?

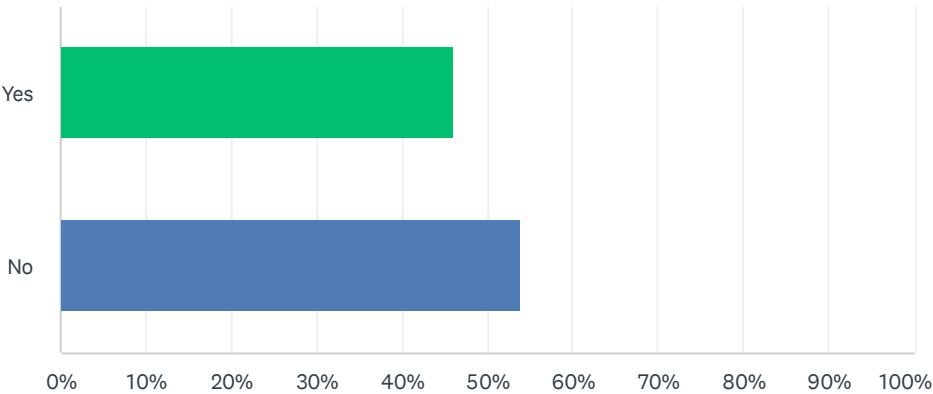
Answered: 13 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	92.31%	12
No	7.69%	1
TOTAL		13

Q13 Would you want the farm stand to be a conditioned space?

Answered: 13 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	46.15%	6
No	53.85%	7
TOTAL		13

Q14 Do you have any other comments, suggestions, or concerns related to setting up a farm stand or farm stand design ideas that you would like to share with us?

Answered: 6 Skipped: 7

#	RESPONSES	DATE
1	I am a farmer in Larimer county. The county has been incredibly difficult to work with to approve a farm stand structure at a price point that makes it viable for a farmer. If you had any suggestions or resources to make working with my county easier, I would appreciate it.	11/8/2023 1:08 PM
2	prefer to use recycled/ reused materials that are affordable. ie an old refrigerated truck that you take the wheels off- it might not be very energy efficient but is only used seasonally and only a few days a week. perhaps that is still environmentally friendly because it is using something old versus buying new walkin cooler that will then be sitting unused (deteriorating) part of the year	11/8/2023 11:49 AM
3	Should be easy to manufacture and replicable, movable, enclosed for being able to sell year-round, and secure (security cameras, locks on doors)	11/7/2023 1:35 PM
4	So many variations on this come to mind - are you creating stores or roadside stands?	11/1/2023 8:27 AM
5	Thank you - this is a huge step in supporting ag and local small farms in Boulder County as well as our local food supply coming from small farms	10/27/2023 6:43 AM
6	I've seen some great mobile farm stand options that is what we have been looking at. Something built off a trailer or as something that we could close up and move seasonally. For our purposes we would be in city limits of boulder and longmont and would love if this conversation could be initiated with the city planning departments as well. At least so they know it's possible and being done. Thank you for working on this!	10/27/2023 6:39 AM



Community Planning & Permitting

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

Authorization Memo

BOULDER COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC MEETING

February 4, 2025 at 10:30AM

All Commissioners' public meetings will 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. The Commissioners retain the right to switch all hearings and meetings to in-person only instead of hybrid if technical difficulties arise.

Authorization under Article 16-100.A of the Boulder County Land Use Code for Text Amendments to the Land Use Code to add a mobile farm stand option.

Staff: Jack Sheehan, Community Planning & Permitting, Planner I

Public testimony will not be taken – action requested

SUMMARY

Staff requests authorization to initiate text amendments to the Land Use Code that would allow for the use of mobile farm stands. This proposal stems from the 2023 Farm Stand Pilot Project, which was authorized by Boulder County Commissioner Ashley Stolzmann for Community Planning and Permitting (CPP) to explore the feasibility of pre-approved farm stand building designs as a means of addressing the associated financial and time constraints that local agricultural producers face in navigating the building permit process.

Farm stands are a critical marketing tool for beginning and small-to-medium scale farms, providing direct-to-consumer sales opportunities and helping producers establish a customer base within the community. According to the most recent USDA Agricultural Census, the majority of agricultural producers in Boulder County operate at a small-to-medium scale, making access to affordable and efficient marketing infrastructure essential to their viability.

While the pilot project demonstrated strong interest and demand, the proposed free-standing farm stand structures project ultimately determined that even a structure pre-approved under the building code would still be of a cost that would make it unfeasible for widespread use by the farming community. As a result, an alternative solution has been identified: allowing mobile farm stands. This

Exhibit C

approach was strongly supported by 92% of participating agricultural producers during the 2024 pilot survey and roundtable discussions. Mobile farm stands offer key advantages, including the ability to store and transport products more efficiently, thereby increasing access to local food across the community.

Additionally, regulating mobile farm stands only through the Land Use Code (these units would not be subject to the Building Code as they are not structures) would significantly reduce permitting time and costs—factors that rendered the original pre-approved designs financially unfeasible for most producers. This amendment would align with the county’s ongoing efforts to support local agriculture by providing practical, accessible solutions that enhance market opportunities for small farms.

Standard public notice of this amendment, including a press release and publication through the Land Use Code change GovDelivery channel, will occur following authorization. Public hearings before the Planning Commission and the Board of County Commissioners will provide opportunities for the public to provide comments on the amendment.

Given the importance of this amendment in supporting local agricultural producers, staff intends to expedite this update with the goal of presenting it to the Planning Commission in March 2025. This timeline aims to ensure that, if adopted, the code update will be in place by spring of this year, allowing agricultural producers to utilize this provision in 2025.

ACTION REQUESTED

Staff requests authorization from the Board of County Commissioners to pursue these text amendment to the Land Use Code (“the Code”).

Exhibit D

From: [Lauren Kelso](#)
To: [Sheehan, Jack](#)
Subject: [EXTERNAL] Comments re. Docket DC-25-001: Text Amendments to the Land Use Code Related to Mobile Farm Stands
Date: Wednesday, March 5, 2025 7:53:35 PM

Hello Jack,
Just wanted to send my thoughts along about this amendment as the Policy Chair for the Flatirons Farmers Coalition.

The Farmers Coalition believes that this solution demonstrates an earnest, common sense, and thoughtful effort from our County Planning officials to make it just a little more possible to run farm businesses here in Boulder. They did so much due-diligence to get to this point and we are really grateful for the continuous work on this and other ag-related needs.

Farm stands are one of a few accessory structures that can make a big difference for the viability of farm businesses and if this step had been taken about 10 years ago it would have made the lives of many of our producers much easier. Better late than never for certain!

Thanks so much for your consideration and work on this topic. Please don't hesitate to reach out with any questions.

Lauren Kelso
Policy Chair, Flatirons Farmers Coalition
Farm Director, Growing Gardens of Boulder County

Accessibility Report

Filename: cpp-dc-25-0001-staffpacket.pdf

Report created by: [Enter personal and organization information through the Preferences > Identity dialog.]

Organization:

Summary

The checker found problems which may prevent the document from being fully accessible.

- Needs manual check: 2
- Passed manually: 0
- Failed manually: 0
- Skipped: 1
- Passed: 22
- Failed: 7

Detailed Report

Document

Rule Name	Status	Description
Accessibility permission flag	Passed	Accessibility permission flag must be set
Image-only PDF	Passed	Document is not image-only PDF
Tagged PDF	Failed	Document is tagged PDF
Logical Reading Order	Needs manual check	Document structure provides a logical reading order
Primary language	Failed	Text language is specified
Title	Failed	Document title is showing in title bar
Bookmarks	Passed	Bookmarks are present in large documents
Color contrast	Needs manual check	Document has appropriate color contrast

Page Content

Rule Name	Status	Description
Tagged content	Failed	All page content is tagged
Tagged annotations	Failed	All annotations are tagged
Tab order	Failed	Tab order is consistent with structure order
Character encoding	Passed	Reliable character encoding is provided
Tagged multimedia	Passed	All multimedia objects are tagged
Screen flicker	Passed	Page will not cause screen flicker
Scripts	Passed	No inaccessible scripts
Timed responses	Passed	Page does not require timed responses
Navigation links	Passed	Navigation links are not repetitive

Forms

Rule Name	Status	Description
Tagged form fields	Passed	All form fields are tagged
Field descriptions	Passed	All form fields have description

Alternate Text

Rule Name	Status	Description
Figures alternate text	Passed	Figures require alternate text
Nested alternate text	Passed	Alternate text that will never be read
Associated with content	Passed	Alternate text must be associated with some content
Hides annotation	Passed	Alternate text should not hide annotation
Other elements alternate text	Passed	Other elements that require alternate text

Tables

Rule Name	Status	Description
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Rows	Passed	TR must be a child of Table, THead, TBody, or TFoot
TH and TD	Passed	TH and TD must be children of TR
Headers	Passed	Tables should have headers
Regularity	Passed	Tables must contain the same number of columns in each row and rows in each column
Summary	Skipped	Tables must have a summary

Lists

Rule Name	Status	Description
List items	Passed	LI must be a child of L
Lbl and LBody	Passed	Lbl and LBody must be children of LI

Headings

Rule Name	Status	Description
Appropriate nesting	Failed	Appropriate nesting

[Back to Top](#)