



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

Tuesday, July 8, 2025, 9:30 a.m.

Tuesday, July 8, 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. Business Meeting, Public Hearing on Parks and Open Space Acquisitions, and Public Meeting on Jocas and Peek Garage**
 - [Virtual Attendee Link for Commissioners' July 8 Morning Session](#)
 - Call-in information: 1-833-568-8864, Webinar ID: 161 033 8668
 - Registration Required

- **In-Person Comment Registration for Commissioners' July 8 Morning Session**

3. **Business Meeting**

4. **Commissioners' Consent Items**

- 4.a **Community Services - Worthy Cause IV 2025 Boulder Housing Partners Funding Agreement** 7
- The County has awarded Boulder Housing Partners with \$450,000 in Worthy Cause Funds to renovate assisted living units at Golden West in Boulder.
- **Staff Contact(s): Carlene Okiyama, Community Services**
- 4.b **Office of Sustainability and Climate Resilience - Funding Agreement Colorado Communities (\$30,000)** 72
- The is a contract with Colorado Communities for Climate Action to advance climate protective policy, rulemaking, climate equity, and communication efforts. The contract, numbered 303941, has a term ending on 12/31/2025 and a total value of \$170,000, funded by the General Fund (Boulder) as a one-time expenditure. This agreement amends an existing contract, adding \$30,000 for 2025 to enhance organizational capacity.
- **Staff Contact(s): Susie Strife, Office of Sustainability and Climate Resilience;**
- 4.c **Parks and Open Space - Boulder County-City of Boulder Conservation Easements Amendments** 77
- Parks & Open Space proposes amending 34 conservation easements covering properties where Boulder County and the City of Boulder share a joint real estate interest. These amendments aim to incorporate modern best management practices, as most of the current easements include outdated management language. This modern approach will allow management activities to adapt to evolving best practices over time.
- **Staff Contact(s): Tina Burghardt, Parks and Open Space;**
- 4.d **Parks and Open Space - Flood Buyout Properties Dispositions** 86
- Flood Buyout Properties Dispositions: On April 8, the Board of County Commissioners approved the transfer of 14 flood buyout properties to recipients recommended by staff. Special warranty deeds for two of those conveyances are ready for BOCC signature. The documents are needed to complete these two transactions.
- **Staff Contact(s): Tina Burghardt, Parks and Open Space.**
- 4.e **Parks and Open Space - State of Colorado Agreement for Reclamation Activities for the Sherwood Creek Revegetation Project** 111
- The agreement with the State of Colorado authorizes the Division of Reclamation, Mining, and Safety to use their contractor, Frontier Environmental Services, LLC, to restore 440 feet of Sherwood Creek at the Conger Mine site on Boulder County Open Space. The project will begin on August 4 and is expected

to last two to three months. Funding is provided by the State of Colorado DRMS, a Colorado Water Conservation Board grant, and BCPOS funds, with payments made directly by the State to the contractor.

- **Staff Contact(s): David Hirt, Parks and Open Space;**

4.f Public Works - BID-173-25 Boulder County Fleet Direct Current (DC) Fast-Chargers Award Recommendation (\$457,266.08) 114

The evaluation committee recommends awarding BID-173-25, Boulder County Fleet Direct Current (DC) Fast-chargers, to Rexel USA, Inc., the lowest, most complete bid.

- **Staff Contact(s): Denise L Grimm, Public Works**

4.g Public Works - Contract with Resource Innovations for Building Performance Continuing Services (\$5,000,000) 118

The contract with Resource Innovations Inc. is set from 6/1/2025 to 5/31/2030 under Contract Number 304216, with a value of \$5,000,000 sourced from the General Fund (Boulder). This recurring contract aims to provide building assessments and decarbonization strategies for Boulder County facilities, focusing on carbon reduction strategies such as reliable electric space and water heating options. The services include ASHRAE Level II Audits, retro-commissioning services, energy modeling, equipment replacement recommendations, and cost/benefit analysis, among others.

- **Staff Contact(s): Denise Grimm, Public Works.**

4.h Public Works - RFP-165-25 Boulder County Sheriff's Office Roof Recover Award Recommendation (\$564,000) 129

The evaluation committee recommends awarding RFP-165-25, Boulder County Sheriff's Headquarters Roof Recover, to Colorado Moisture Control, Inc., based on the evaluation criteria presented in the RFP.

- **Staff Contact(s): Anthony Amaya, Public Works**

4.i Sheriff's Office - Colorado Behavioral Health JBBS Grant Amendment 1 – 25 IBEH 199926 (\$19,489.04) 133

Colorado Behavioral Health has amended the Jail Based Behavioral Services Grant and awarded BCSO an additional \$19,489.04, increasing the annual 2025 grant amount to \$179,488.68. This grant provides the Jail with funding to support services targeting opioid use disorder. There is no match required.

5. Commissioners' Discussion Items

5.a Commissioners' Office - Appointment to the Eldorado Springs Local Improvement District Advisory Committee 159

- **Action Requested:** Appointment
- **Presenter(s):** Robin Valdez, Commissioners' Office (In Person)

5.b Office of Sustainability and Climate Resilience - Community Climate Council Recommendations 160

The purpose of this contract is to develop the Climate Equity Fund. The intent of the fund is to expand access to funding for frontline communities disproportionately impacted by climate change. The Climate Equity Fund is designed to directly support neighborhoods, organizations, and communities that have been historically excluded from traditional climate solution efforts. This initiative advances the County's climate action and racial equity goals by prioritizing resources for those most affected by the climate crisis and enabling grassroots, community-driven climate action at the local scale. Additionally, the fund is designed through a community-led process, and a community-based evaluation committee will evaluate fund applications. This contract is with a vendor, JSI, who will facilitate the community-centered processes and act as the fiscal agent to administer the fund.

- **Action Requested:** Decision
- **Presenter(s):** Brett Fleishman, Office of Sustainability and Climate Resilience (In Person); Susie Strife, Office of Sustainability and Climate Resilience (Virtual);

6. Confirmation of Executive Session Topics

Confirming Executive Session topics noticed at the July 1st, 2025 Regular Meeting were discussed as scheduled.

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

7. Authorizations for Executive Sessions

7.a Authorization for Executive Session

Authorization for the Board of County Commissioners to go into Executive Session on Wednesday, July 9th, 2025 at 10:00 a.m. with Ben Pearlman, County Attorney, pursuant to C.R.S. 24-6-402(4)(f), personnel matters, regarding the following topic: 1) Work performance of Robin Bohannon, Yvette Bowden, Dale Case, Steve Durian, Ramona Farineau, Therese Glowacki, Paul Jannatpour, Julia Larsen, Susana Lopez-Baker, Ben Pearlman, Jana Petersen, Natalie Springett, Susie Strife

- **Action Requested:** Decision

7.b Authorization for Executive Session

Authorization for the Board of County Commissioners to go into Executive Session for Legal Advice on Wednesday, July 9th, 2025 at 1:00 p.m. with Ben Pearlman, County Attorney, pursuant to C.R.S. 24-6-402(4)(a), real property issues, regarding the following topic: 1) Rocky Mountain Gun Owners v. Town of Superior, et al., Federal District Court Case No. 22-cv-2680.

- **Action Requested:** Decision

7.c Authorization for Executive Session

Authorization for the Board of County Commissioners to go into Executive Session for Legal Advice on Monday, July 22nd, 2025 at 2:30 p.m. with Ben Pearlman, County Attorney, pursuant to C.R.S. 24-6-402(4)(e), instructions to negotiators, regarding the following topic: 1) Collective bargaining agreement with the Boulder County Employees Union.

- **Action Requested: Decision**

8. Public Hearing on Parks and Open Space Real Estate Acquisitions

257

Parks and Open Space Department: Real estate acquisitions monthly meeting. Cliffside: Boulder County proposes to acquire fee title to 53 acres owned by Cindy and David Johnson, with no water rights, for \$1,160,000. The property has an address of 1810 Stone Canyon Road. Opportunity for live virtual and in-person public comments will be available, and written comments can be emailed to commissioners@bouldercounty.gov.

- **Action Requested: Decision**
- **Presenter(s): Tina Burghardt, Parks & Open Space (In Person)**
- **Location: Hybrid (Hearing Room and Zoom Webinar)**

9. Public Meeting on Jocas and Peek Garage

261

Community Planning and Permitting Department Docket SPR-24-0098: Jocas and Peek Garage; 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 presumptive size maximum (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. Board Discussion and Action Item only. Public testimony will not be taken during this meeting. Public testimony for this docket was taken on April 15, 2025. More information is available on the [Jocas and Peek Garage docket webpage](#).

- **Action Requested: Decision**
- **Presenter(s): Jessi Lammers, Community Planning & Permitting (In Person)**
- **Location: Hybrid (Hearing Room and Zoom Webinar)**

10. 1:00 p.m. Public Hearings on Quarter 2 Budget Amendment Requests and Barrows Trust Storage Barn

- **Virtual Attendee Link for Commissioners' July 8 Afternoon Session**
- **Call-in information: 1-833-568-8864, Webinar ID: 160 490 8322**
- **Registration Required**
- **In-Person Comment Registration for Commissioners' July 8 Afternoon Session**

10.a Public Hearing on Proposed 2025 Quarter 2 Budget Amendment Requests

302

Office of Financial Management: Proposed 2025 Quarter 2 Budget Amendment Requests; All budget amendment requests will be presented to the Boulder County Board of Commissioners for their consideration. Copies of such proposed supplemental budget requests will be available at: County Budget. Any interested elector of Boulder County may inspect the proposed 2025 budget amendment requests and state any objection thereto by registering to provide public comment at the July 8, 2025, Public Hearing of the Board of County Commissioners or e-mail commissioners@bouldercounty.gov prior to the Public Hearing. Budget amendment information will be posted no later than 24-hours in advance of the Public Hearing.

Resolution 2025-022 is a resolution appropriating additional sums of money to defray expenses in excess of amounts budgeted for the County of Boulder for the calendar year 2024. If the Board approve the amendment requests, it is asked that they approve Resolution 2025-022 as well.

- **Action Requested: Decision**
- **Presenter(s): Emily Beam, Office of Financial Management (In Person)**
- **Location: Hybrid (Hearing Room and Zoom Webinar)**

10.b Public Hearing on Barrows Trust Storage Barn

334

Community Planning and Permitting Department Docket SPR-24-0087: Barrows Trust Storage Barn; Appeal of Director's Determination of SPR-0087 for Site Plan Review for the deconstruction of a 192-square-foot shed and the construction of a 1,219-square-foot detached residential storage barn on an approximately 1-acre parcel where there is 3,664 square feet of existing residential floor area in a defined neighborhood where the size presumed to be compatible is 4,691 square feet. The Determination is appealed by Linda Barrows (property owner) and Melanie Albert (applicant). Property is in the Rural Residential (RR) zoning district at 4359 N 55th Street, in Section 16, Township 1N, Range 70W. 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 Barrows Trust Storage Barn docket webpage.

- **Action Requested: Decision**
- **Presenter(s): Dana Yelton, Community Planning & Permitting (In Person)**
- **Location: Hybrid (Hearing Room and Zoom Webinar)**

BOULDER COUNTY WORTHY CAUSE FUNDING AGREEMENT

between

COUNTY OF BOULDER, STATE OF COLORADO

and

THE HOUSING AUTHORITY OF THE CITY OF BOULDER

AWARD AMOUNT: \$450,000

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 THE HOUSING AUTHORITY OF THE CITY OF BOULDER, COLORADO, a body corporate and politic, doing business as Boulder Housing Partners (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, except that the Agency may, without the County’s prior written consent, transfer title to the Property to a limited liability limited partnership or limited liability company, the general partner or manager of which is wholly owned by Agency, or any other affiliate of the Agency (“Project Partner”), for purposes of undertaking the Project;
- 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 in equity 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 Agency's knowledge 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, except for the conveyance of the Property by the Agency to a Project Partner, to Boulder Housing Partners (or an affiliate it controls), or to the City of Boulder, Colorado ("City") pursuant to a right of first refusal or an option, 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.

**HOUSING AUTHORITY OF THE CITY OF
BOULDER, COLORADO**, a body corporate and politic,
doing business as Boulder Housing Partners

By:

Name: Jeremy Durham

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

Parcel A:

Assisted Living Unit, Golden West Towers Condominiums, County of Boulder, State of Colorado, according to the Condominium Map recorded April 6, 2020, at Reception No. 03776158, both in the records of the Clerk and Recorder of the County of Boulder, State of Colorado.

For Informational Purposes Only

Tax ID No.: R0615160 / 146332321002

Parcel B:

Those easement rights as described in Parking and Access Easement and Maintenance Agreement recorded March 12, 2018 at Reception No. 3644673, Boulder County Records.

Parcel C:

Non-exclusive easement for vehicular ingress and egress and vehicular parking as set forth on Exhibit A of the Amended and Restated Easement Agreement recorded May 30, 2006 at Reception No. 2779562, Boulder County

Parcel D:

Exclusive easement for constructing, installing, maintaining, repairing and reconstructing a generator room with cooling fans and electric transformer with stairs and surrounding concrete walkway and curb as contained in Amended and Restated Easement Agreement recorded July 22, 2002 at Reception No. 2310227, Boulder County Records.

Also known by street and number as **1057 Adams Cir Al, Boulder, CO**

EXHIBIT B

I. Purpose Of Funding Agreement

The County has awarded the Agency with \$450,000 in Worthy Cause Funds to renovate assisted living units at Golden West in Boulder.

II. Description Of the Project

Boulder Housing Partners will convert 56 assisted living units into 31 affordable independent living units, consisting of 23 one-bedroom, and 8 two-bedroom apartments. that will continue to serve low-income persons over 62. These units will specifically serve households earning 60% of the Area Median Income and below.

iii. Description Of Agency's Mission

Boulder Housing Partners' mission is to provide quality, affordable housing, inspire vibrant communities, and create the opportunity for change in people's lives. We envision a diverse, inclusive, and sustainable Boulder.

Iv. Description Of the Program

- **Housing Support Services:** Provide ongoing assistance with maintaining stable housing, including support for lease compliance, conflict resolution with neighbors and management, and adherence to housing regulations and certifications.
- **Emergency Housing Assistance:** Offer immediate support and resources in cases of potential eviction or housing instability, including connections to emergency financial support and mediation services.
- **Home Maintenance and Safety:** Help facilitate access to submitting work orders for home maintenance, and support residents through safety inspections to ensure a safe living environment that adheres to BHP regulations.
- **Financial Counseling:** Provide personalized financial planning and budgeting support to help residents manage their finances effectively and work toward long-term economic stability.

- **Benefit Navigation:** Assist residents in accessing public benefits and subsidies, including Supplemental Security Income (SSI and SSDI), food assistance programs, and emergency financial support.
- **Employment Assistance:** Connect residents with job training programs, employment services, and vocational rehabilitation to enhance their employability and career prospects.
- **Workshops:** Organize workshops and classes that enhance resident's personal growth and enjoyment.
- **Educational Resources:** Facilitate access to local educational resources, including, adult education classes, and online learning platforms to support residents' educational goals.
- **Healthcare Coordination:** Ensure residents have access to primary and preventive healthcare services, including regular health screenings, medical appointments, and specialist care.
- **Volunteer Opportunities:** Create avenues for residents to participate in volunteer work and community service, fostering a sense of purpose and connection with the broader community.
- **Community Building:** Encourage and support resident involvement in community-building activities and resident councils to strengthen relationships and create a supportive living environment.
- **Activities:** Provide a diverse range of social and recreational activities, including art and craft sessions, board games, exercise classes, book clubs, and movie nights. These activities are designed to promote social interaction, cognitive stimulation, and physical engagement.
- **Special Events:** Coordinate special events such as themed parties and holiday celebrations.
- **Intergenerational Programs:** Develop programs that bring together residents and younger generations living at other BHP properties to enrich residents' lives and build intergenerational relationships.

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.

- Housing Stability – housing support services, emergency housing assistance, and home maintenance and safety
- Economic Stability – financial counseling, benefit navigation, and employment assistance
- Education – educational workshops and educational resources
- Health and Wellness – health coordination, well programs, and health education
- Community Life – social and recreational activities, volunteer opportunities, and community building

VI. Property Value: \$5,882,100

Vii. Notice

Notices will be sent to the addresses below:

For the County:

Boulder County Community Services

P.O. Box 471

Boulder, CO 80306

Attn: Worthy Cause

with a copy to:

Boulder County Attorney's Office

P.O. Box 471

Boulder, CO 80306

Attn: Worthy Cause Attorney

For the Agency:

Boulder Housing Partners

4800 North Broadway

Boulder, CO 80304

Attn: Executive Director

EXHIBIT C

PROMISSORY NOTE

Boulder County Worthy Cause Debt

\$450,000

[Date]

For Value Received, THE HOUSING AUTHORITY OF THE CITY OF BOULDER, COLORADO, a body corporate and politic, doing business as Boulder Housing Partners (“Borrower”), promises to pay to the order of the County of Boulder, Colorado, a body corporate and politic (“Payee”), the principal sum of **\$450,000**, 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 **\$450,000** 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:

Boulder Housing Partners

4800 North Broadway

Boulder, CO 80304

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:

HOUSING AUTHORITY OF THE CITY OF

BOULDER, COLORADO, a body corporate and politic,
doing business as Boulder Housing Partners

By:

Name: Jeremy Durham

Title: Executive Director

EXHIBIT D

DEED OF TRUST TO PUBLIC TRUSTEE

Boulder County Worthy Cause Debt

Grantor: Housing Authority of the City of Boulder, Colorado, a body corporate and politic, doing business as Boulder Housing Partners, whose address is **4800 North Broadway, Boulder, CO 80304**.

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:

See Exhibit A

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 **\$450,000** (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. (i) 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:

**HOUSING AUTHORITY OF THE CITY OF
BOULDER, COLORADO**, a body corporate and politic,
doing business as Boulder Housing Partners

By:

Name: Jeremy Durham

Title: Executive Director

State Of Colorado)
) Ss.
County Of Boulder)

The foregoing instrument was signed before me this _____ day of _____, 2025,
by _____ Jeremy Durham, as Executive Director of **HOUSING
AUTHORITY OF THE CITY OF BOULDER, COLORADO**, a body corporate and politic,
doing business as Boulder Housing Partners.

Witness my hand and official seal.

My commission expires _____

Notary Public

Exhibit A to Deed of Trust

Legal Description

(attached)

EXHIBIT F

RESTRICTIVE COVENANT RUNNING WITH THE LAND (HOUSING)

After recording return to:

Boulder County Attorney's Office

Attention: Worthy Cause Attorney

P.O. Box 471

Boulder, CO 80306

RESTRICTIVE COVENANT RUNNING WITH THE LAND

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 **THE HOUSING AUTHORITY OF THE CITY OF BOULDER, COLORADO**, a body corporate and politic, doing business as Boulder Housing Partners, its successors and assigns ("Grantor").

Recitals

- A. This Covenant applies to the real property commonly known as **1057 Adams Cir Al, Boulder**, 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 an affordable rental housing project on the Restricted Property (the "Project").
- 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 number of units on the Restricted Property intended to be Low-Income Units (hereinafter defined). Grantor desires to achieve a number of affordable housing and homelessness strategy goals shared by the County including preservation of existing housing stock, securing long term affordability, and integration of permanently affordable housing.
- 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 and the Project 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 rents charged and income requirements for the occupancy of the Restricted Property through this Covenant and to assign the County the right to enforce compliance with this Covenant. The Boulder County community and subsequent residents will benefit from the rent limitations 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.
- 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 regulating and restricting the use and occupancy of the Restricted Property as set forth herein.
- K. Grantor, by entering into this Covenant, consents to County enforcement of the occupancy restrictions and 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 and occupancy of the Project shall be and are covenants running with the Project land for the term stated herein and binding upon all subsequent owners of the Project for such term.
- M. Grantor acknowledges that it has or will benefit from the Funds.
- N. Grantor hereby acknowledges and agrees that this Covenant is a deed restriction pursuant to C.R.S. 38-12-301(2)(b) that limits rent on the Restricted Property and is designed to provide affordable housing stock pursuant to a Funding Agreement between Grantor and the County.

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 Project 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 Project 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 Project 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 Project, regardless of whether such contract, deed or other instrument hereafter executed conveying the Project or portion thereof provides that such conveyance is subject to this Covenant.
 - d. Grantor agrees to use the Restricted Property only for the Project.
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 Project 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 premises constituting the Project.
- 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 lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.
- h. Grantor shall not permit the use of any residential rental unit for any purpose other than rental housing.
- i. 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.
- j. If Grantor becomes aware of any situation, event, or condition which would result in noncompliance of the Project or Grantor with Colorado law, Grantor shall promptly give written notice thereof to the County.
- k. If the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, Grantor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms hereof.

1. During the term of this Covenant, Grantor shall not evict or terminate the tenancy of an existing tenant of any Low-Income Unit (hereinafter defined) other than for good cause and shall not increase the gross rent above the maximum allowed under this Covenant with respect to such Low-Income Unit.
3. Term of Restrictions.
 - a. Except as otherwise provided herein, this Covenant shall run with the land and be in effect for each building which is part of the Project for a term of 99 years commencing on the date this Covenant is fully executed.
 - b. Except as provided in subsection (c) of this Section 3, this Covenant shall terminate on the date the Project or each building that is part of the Project 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.
 - c. Notwithstanding the termination of occupancy restrictions and this Covenant under subsection (b) above, during the period of three years following any termination pursuant to subsection (b) above, Grantor shall not evict or terminate the tenancy of an existing tenant of any Low-Income Unit (hereinafter defined) other than for good cause and shall not increase the gross rent above the maximum allowed under this Covenant with respect to such Low-Income Unit. This subsection (c) and the rights granted to the County and tenants of the Project to enforce this Covenant shall survive any such termination of this Covenant.
4. Occupancy Restrictions.
 - a. Grantor represents and warrants that one hundred percent (100%) of the residential rental units in the Project (other than manager's units) shall be both rent-restricted (as hereinafter defined) and occupied by individuals or families whose income is sixty percent (60%) or less of area median gross income.
 - b. All of the foregoing residential rental units are collectively referred to herein as the "Low-Income Units", and, with respect to all of such Low-Income Units, "median gross income" shall be determined in accordance with the Internal

Revenue Code (the “Code”). A unit is “rent-restricted” if the gross rent with respect to such unit does not exceed thirty percent (30%) of the imputed income limitation applicable to such unit based upon the income limitations set forth in subsection (a), all as determined in accordance with Section 42(g) of the Code.

- c. The determination of whether an individual or family is a Qualifying Tenant (that is, meets the income requirements of subsection (b) of this Section) shall be made at least annually on the basis of the income of such Qualifying Tenant(s). Any unit occupied by an individual or family who is a Qualifying Tenant at the commencement of occupancy shall continue to be treated as a Low-Income Unit notwithstanding an increase in the income of such individual or family above the income limitation applicable under subsection (b) of this Section provided that, if such Qualifying Tenant’s income subsequently exceeds one hundred forty percent (140%) of the applicable income limit, such unit shall no longer be a Low-Income Unit if after the determination of such increase, but prior to the next determination, any residential unit of comparable or smaller size is rented to a tenant who is not a Qualifying Tenant.
 - d. The form of lease to be utilized by Grantor in renting any unit in the Project to any person who is intended to be a Qualifying Tenant shall provide for termination of the lease and consent by such person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Income Certification.
5. Compliance Monitoring. Grantor acknowledges that Boulder County may monitor the compliance by Grantor and the Project 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.

6. Grantor Certifications and Reports. The County has the right to request any information or documentation related to the Project from the Grantor. Grantor shall provide any information, documents or certifications requested, from time to time, by the County with respect to the Project's physical, operational and financial condition and residents which the County reasonably deems necessary to substantiate Grantor's continuing compliance with the provisions of this Covenant and Colorado law.
7. Transfer Restrictions.
 - a. Grantor shall not sell, assign, convey, transfer or otherwise dispose of the Project or any building in the Project 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 Project evidences, to the reasonable satisfaction of the County, by its performance with respect to other government-assisted housing projects and otherwise, 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. In no event shall Grantor dispose of any portion of any building in the Project to any person unless all of such building is disposed of to such person. For the purposes of this subsection, transfer of 50% or more of the ownership interests in Grantor shall be deemed a transfer of the Project.
 - 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 Project or in any building in the Project 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.

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

- a. Grantor shall maintain each building in the Project such that all units are suitable for occupancy, taking into account applicable health, safety and building codes, and otherwise in a manner reasonably satisfactory to the County.
- b. Grantor is required to keep records for each building in the Project intended for occupancy by persons of low income showing the following:
 - i. the total number of residential rental units in the building (including the number of bedrooms and the size in square feet of each unit);
 - ii. the percentage of residential rental units in the building that are Low-Income Units;

- iii. the rent charged on each residential rental unit in the building (including any utility allowance);
 - iv. the number of occupants in each Low-Income Unit;
 - v. the Low-Income Unit vacancies in the building and information that shows when, and to whom, the next available units were rented;
 - vi. the annual income certification of each Qualifying Tenant;
 - vii. documentation to support each Qualifying Tenant's income certification; and
 - viii. the character and use of the nonresidential portion of the building.
- c. Grantor is required to keep all records for each building for a minimum of five years after the due date (with extensions) for filing Grantor's federal income tax return for any year. Records may be maintained in electronic format.

9. 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 Project 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 Project 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.

10. Miscellaneous.

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

For the County:

Boulder County Community Services

P.O. Box 471

Boulder, CO 80306

Attn: Worthy Cause

with a copy to:

Boulder County Attorney's Office

P.O. Box 471

Boulder, CO 80306

Attn: Worthy Cause Attorney

For the Agency:

Boulder Housing Partners

4800 North Broadway

Boulder, CO 80304

Attn: Executive Director

12. Severability. The invalidity of any clause, part or provision of this Covenant shall not affect the validity of the remaining portions thereof.

13. 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.

14. Amendments. This Covenant may be amended from time to time by any written instruments signed by both the County and Grantor.

15. 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.
16. 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.
17. Headings. Headings in this Covenant are for convenience or reference only and shall not be used in the interpretation or construction of this Covenant.
18. 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.
19. 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.
20. 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.

21. 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.

22. 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.

HOUSING AUTHORITY OF THE CITY OF BOULDER,
COLORADO, a body corporate and politic, doing business
as Boulder Housing Partners

By: _____

Name: Jeremy Durham

Title: Executive Director

State Of Colorado)
) ss.
County Of Boulder)

The foregoing instrument was signed before me this _____ day of _____, 2025,
by _____ Jeremy Durham, as Executive Director of **THE HOUSING
AUTHORITY OF THE CITY OF BOULDER**, COLORADO, a body corporate and politic,
doing business as Boulder Housing Partners.

Witness my hand and official seal.

My commission expires _____

Notary Public

After recording return to:
FirstBank
Attn: Loan Operations
12345 West Colfax Avenue
Lakewood, CO 80215

SUBORDINATION AND STANDSTILL AGREEMENT

THIS SUBORDINATION AND STANDSTILL AGREEMENT (the “Agreement”), is made and entered into as of the [] day of May, 2025, by and among **THE HOUSING AUTHORITY OF THE CITY OF BOULDER, COLORADO**, a body corporate and politic, doing business as Boulder Housing Partners, organized under the laws of the State of Colorado (“Borrower”), the **COUNTY OF BOULDER, COLORADO**, a body corporate and politic, (“County”), and **FIRSTBANK**, a Colorado state banking corporation (the “Bank”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

RECITALS:

A. Borrower is the owner of that certain real property located in the County of Boulder, Colorado, which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the “Property”) and all improvements, products, proceeds, replacements, attachments, accessions and additions thereto (all the foregoing, collectively with the Property referred to herein as the “Collateral”).

B. Borrower desires to improve and renovate approximately 56 affordable housing units on the Property.

C. The County has loaned to the Borrower \$450,000.00 (the “County Loan”) pursuant to that certain Boulder County Worthy Cause Funding Agreement by and between the Borrower and the County (“Worthy Cause Agreement”). The County Loan is evidenced by that certain Promissory Note dated on or about even date herewith in the amount of the County Loan (“Worthy Cause Note”) and is secured by, inter alia, a Deed of Trust to Public Trustee encumbering the Property, granted by the Borrower for the benefit of the County dated on or about even date with the Worthy Cause Note (“Worthy Cause Deed of Trust”) which will be assigned to the County as collateral for the County’s obligations under the Worthy Cause Agreement, such assignment subject to the terms of this Agreement.

D. The documents as described in Recitals C, above, and all other documents evidencing or securing the County Loan, as each document may be hereafter modified, amended, substituted, replaced, or supplemented from time to time, are hereafter referred to as the “County Loan Documents.” The County Loan Documents together with any covenant or restriction recorded in conjunction with the County Loan or any of the grants or loans of which the County Loan are proceeds of are collectively referred to herein as the “Subordinate Loan Documents.” The County Loan, together with obligations pursuant to the County Loan Documents, are hereafter collectively referred to as the “Subordinate Debt.”

E. Pursuant to the terms of a Loan Agreement dated of even date herewith (the “Loan Agreement”), Bank is providing Borrower a loan in the maximum principal amount of \$6,000,000.00 as evidenced by a Promissory Note (Commercial – Single Advance) (the “Bank Note”) payable by the Borrower to the Bank (the “Bank Loan”). The obligations of the Loan Agreement and Bank Note, are secured by, among other collateral, a first lien Deed of Trust, Security Agreement, Fixture Filing and an Assignment of Leases, Rents and Other Rights encumbering the Property and to be recorded in the Records (the “Bank Deed of Trust”). The Bank Deed of Trust and any and all other documents, writings and instruments which evidence and/or secure the Bank Loan, as the same may be extended, amended, restated, modified or supplemented from time to time are collectively referred to herein as the “Bank Loan Documents.”

F. The Bank has agreed to make the Bank Loan only upon the execution of this Agreement by County.

NOW, THEREFORE, in consideration of the Recitals, which are hereby made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Subordination. The Subordinate Debt and the Subordinate Loan Documents, including, without limitation, the Subordinate Deeds of Trust, shall be and the same are hereby made and shall continue to be junior and subordinate to (a) the Bank Loan, including, without limitation, all advances (whether or not obligatory), with interest thereon, and any expenses, charges and fees incurred thereby, any amounts advanced or incurred by Bank for costs and expenses associated with the Bank Loan, and any post-petition interest accrued after the commencement of any Bankruptcy (defined below) and (b) the Bank Loan Documents and all of the terms, covenants and conditions contained therein. Any and all liens and security interests evidenced by the County Loan Documents in and to the Collateral, including, without limitation, the Subordinate Deeds of Trust, shall be and remain junior and subordinate to the liens and security interests evidenced by the Bank Loan Documents.

2. Limitations on Payment. County shall not receive, or take action to collect or enforce, payment from Borrower, and Borrower will not make payment to County, of any amounts outstanding under the Subordinate Debt; except that County may receive and Borrower can make payments of available cash flow of Borrower under the Subordinate Debt as long as, but only in the event that there is no Event of Default (as defined in the Bank Loan Documents) (“Permitted Payments”). Except for Permitted Payments, (a) all of the Bank Loan shall be paid first in full by Borrower before any payment shall be made on the Subordinate Debt and (b) the priority of payment shall apply at all times until all of the Bank Loan has been repaid in full.

3. Standstill. Until repayment in full of the Bank Loan, County shall refrain from joining or initiating any action or otherwise exercising any rights or remedies to which it would otherwise be entitled in the event of a default under the Subordinate Loan Documents, whether relating to a default in payment, failure to perform any other covenant in the Subordinate Loan Documents, or an event of default under any other document resulting in an event of default under the Subordinate Loan Documents. Rights and remedies include, without limitation, the appointment of a receiver or the commencement of foreclosure proceedings.

4. Release of Subordinate Loan Documents. Upon an Event of Default under the Bank Loan Documents and Bank's election to foreclose the Bank Deed of Trust or take a deed in lieu thereof, County shall promptly execute and deliver to Bank or any third party successful bidder at foreclosure sale such instruments as may reasonably be necessary to terminate or release any Subordinate Loan Documents, including without limitation, the Restrictive Covenant Running with the Land (Housing) with respect to the Property foreclosed or transferred by deed-in-lieu thereof. County agrees that if it fails to execute any releases required under this Section 4 within ten (10) days of satisfaction of the above requirements, such releases will be automatic with no further action necessary on the part of Borrower, Bank or County.

5. Bank Priority. The provisions of this Agreement shall be applicable in the event of any judicial or non-judicial sale of the Collateral, or any portion thereof, and both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against Borrower under any existing or future law of any jurisdiction relating to receivership, liquidation, bankruptcy, insolvency, reorganization or relief of debtors (a "Bankruptcy"). County hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action in any Bankruptcy by or against Borrower without the prior consent of Bank and County hereby appoints Bank as its agent, and grants to Bank an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to County as a creditor in connection with any case by or against Borrower in any Bankruptcy, including without limitation, the right to file and/or prosecute any creditor claims, to vote to accept or reject a plan, and/or to make any election under Section 1111(b) of the Bankruptcy Code. County shall not challenge the validity or amount of any claim submitted in such Bankruptcy by Bank absent manifest error or any valuations of the Collateral submitted by Bank absent manifest error. To the extent any payment under any Bank Loan Document (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Bank Loan or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

6. Condemnation Awards and Insurance Proceeds. Until repayment in full of the Bank Loan, the County further covenants and agrees that any and all rights of the County, including without limitation any and all rights to condemnation awards or insurance proceeds, shall be, and are hereby expressly made, subject and subordinate to the lien of the Bank Deed of Trust and to the rights, interests and remedies of the Bank and its successors and assigns (including the purchaser at any foreclosure sale or the transferee of any transfer in lieu of foreclosure) under the Bank Deed of Trust and County hereby assigns and releases to Bank all if its rights, title, interest or claim, if any, in and to the proceeds of all of the policies of insurance or any condemnation awards covering the Collateral.

7. Subrogation. County or its successors and assigns, shall not acquire by subrogation, contract or otherwise, any lien upon or any other right or interest in the Collateral which is or may be prior in right to Bank's security interest in the Collateral or as otherwise set forth in the Bank Loan Documents.

8. Pay Over of Monies. In the event that County receives any payment or property on or under the Subordinate Debt in violation of the terms of this Agreement, such payments shall be held in trust by County and County will forthwith pay over or deliver the same to the Bank to be held by Bank as cash collateral securing the Bank Loan to repay the Bank Loan, at the Bank's discretion.

9. Undertakings Unaffected. County's undertakings herein shall not be affected or impaired by (a) any neglect or omission on the part of the Bank to preserve any collateral at any time securing payment of the Bank Note, or (b) any act on the part of the Bank in releasing, canceling, surrendering all or part of such collateral, in extending the time for payment with respect to all or any part of the Bank Note or such collateral, in enforcing or realizing upon such collateral or otherwise in any manner renewing or amending the Bank Loan or the Bank Loan Documents. No notice whatsoever need be given to County at any time of any payments made under the Bank Note or with respect to any collateral securing the Bank Note. Borrower shall not modify or amend the terms of the Subordinate Loan Documents in any manner that would adversely affect the Bank Loan or the Collateral without the prior written consent of Bank. Notwithstanding anything to the

contrary contained herein, Bank will not increase the principal amount of the Bank Loan without the prior written consent of the County.

10. Limitation on Transfer. County will not assign, pledge or otherwise transfer, or permit or suffer to be assigned, pledged or otherwise transferred, or execute any power of attorney with respect to the Subordinate Debt or any part thereof, without prior written notice to the Bank and unless such assignee, pledgee, or transferee agrees in writing to be bound by the terms and conditions of this Agreement.

11. Event of Default and Acceleration. Any breach of the covenants, agreements or obligations of Borrower or County under this Agreement, under the Subordinate Debt or the Subordinate Loan Documents shall constitute a default or Event of Default under the Bank Loan Documents. In the event of any breach of this Agreement, the Bank shall have the right, at its option, and in addition to any other rights the Bank may have, to declare the Bank Note immediately due and payable without notice or demand.

12. Continuing Nature of Subordination. This Agreement shall be irrevocable and shall continue effective until the Bank Loan has been paid in full and all financing arrangements between Borrower and the Bank relating to the Bank Loan have been terminated. The agreement of County to subordinate to the Bank Loans shall be limited to the principal amount of the Bank Loans, together with interest, default interest, fees and charges that may be incurred in connection with the Bank Loans, all as described in the Bank Deed of Trust including, but not limited to, real estate tax and insurance payments and any and all modifications of the Bank Loan.

13. Release. Upon satisfaction of the Borrower's obligations secured by Bank Deed of Trust, which shall be conclusively established by the release by Bank of the Bank Deed of Trust, this Agreement shall be terminated and extinguished automatically; provided, however, that upon written request from County, Bank will deliver to County a recordable release with respect to this Agreement concurrently with Bank's delivery of the release of the Bank Deed of Trust.

14. Successors and Assigns. This Agreement is binding not only upon the County and Borrower, but also upon the successors and assigns of each of them, and is enforceable not only by the Bank but also by its successors and any assignee of or participant in the Bank Note.

15. Governing Law. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws of the State of Colorado.

16. Section Titles; Gender; Modification. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the masculine and feminine forms, and vice versa. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by the parties hereto and designated as an amendment, supplement or waiver.

17. Unenforceability. If any portion of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way effect the validity or enforceability of the remaining portions of this Agreement.

18. Term; Further Assurances. This Agreement shall remain in full force and effect until all amounts due under the Bank Loan Documents have been fully repaid in accordance with its terms and the Bank has no further funding obligations thereunder and all of the terms of this Agreement have been complied with. County shall execute, acknowledge and deliver, upon Bank's demand, at any time or times, any and all further subordinations, agreements or other instruments the Bank, its successors and assigns, may hereafter reasonably require for carrying out the purpose and intent of this Agreement.

19. Notices to Lenders. Upon the occurrence of an Event of Default under the Bank Loan Documents, Bank agrees to provide to County a copy of any notice of default delivered to Borrower. Upon the occurrence of a default under the Subordinate Loan Documents, County agrees to provide to Bank a copy of any notice of default provided to Borrower which shall automatically be an Event of Default under the Bank Loan Documents. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon receipt when personally delivered or sent by facsimile transmission or overnight courier, or when duly

deposited in the United States mails, certified or registered with proper postage prepaid, addressed to the party to be notified as follows:

If to Borrower: Housing Authority of the City of Boulder, Colorado
4800 North Broadway
Boulder, Colorado 80304
Attention: Executive Director

If to the County: Boulder County Community Services
P.O. Box 471
Boulder, Colorado 80306
Attn: Worthy Cause

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

If to Bank: FirstBank
12345 West Colfax Avenue
Lakewood, Colorado 80215
Attn: Nicole Mansour

with a copy to: Womble Bond Dickinson LLP
1601 19th Street, Suite 1000
Denver, Colorado 80202
Attn: Lindsay L. McKae, Esq.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same document.

21. Waiver of Claims. Each party acknowledges and agrees that it has had the opportunity to have this Agreement reviewed by counsel, and accordingly, any common law or statutory provision that an ambiguous term be construed against the drafter of this Agreement is hereby waived.

22. JURY WAIVER. TO FACILITATE EACH PARTY'S DESIRE TO RESOLVE DISPUTES IN AN EFFICIENT AND ECONOMICAL MANNER, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

[Signature Pages Follow]

Page 67 of 386

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

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

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by
_____, as _____ of
the County of Boulder, Colorado, a body corporate and politic.

My Commission Expires _____.

Witness my hand and official seal.

[S E A L]

Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BANK:

FIRSTBANK,

a Colorado state banking corporation

By: _____

Name: Nicole Mansour

Title: Executive Vice President

STATE OF COLORADO)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Nicole Mansour, as Executive Vice President of FirstBank, a Colorado state banking corporation.

My Commission Expires _____.

Witness my hand and official seal.

[S E A L]

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel A:

Assisted Living Unit, Golden West Towers Condominiums, County of Boulder, State of Colorado, according to the Condominium Map recorded April 6, 2020, at Reception No. 03776158, both in the records of the Clerk and Recorder of the County of Boulder, State of Colorado.

For Informational Purposes Only:

Tax ID No.: R0615160 / 146332321002

Parcel B:

Those easement rights as described in Parking and Access Easement and Maintenance Agreement recorded March 12, 2018 at Reception No. 3644673, Boulder County Records.

Parcel C:

Non-exclusive easement for vehicular ingress and egress and vehicular parking as set forth on Exhibit A of the Amended and Restated Easement Agreement recorded May 30, 2006 at Reception No. 2779562, Boulder County

Parcel D:

Exclusive easement for constructing, installing, maintaining, repairing and reconstructing a generator room with cooling fans and electric transformer with stairs and surrounding concrete walkway and curb as contained in Amended and Restated Easement Agreement recorded July 22, 2002 at Reception No. 2310227, Boulder County Records.

Also known by street and number as **1057 Adams Cir Al, Boulder, CO.**

AMENDMENT (FUNDING AGREEMENT)

AMENDMENT SUMMARY	
This amendment makes changes to the following Funding Agreement terms:	
<input checked="" type="checkbox"/> Funding Amount	<input type="checkbox"/> Contract Dates
<input type="checkbox"/> Use of Funds	
Funding Agreement Details	
Recipient's Legal Name	Colorado Communities for Climate Action
Recipient's Contact Information - Name	Jacob Smith
Recipient's Contact Information - Email	jsmith@cc4ca.org
County Office or Department	Office of Sustainability, Climate Action & Resilience
County Division /Program	
Oracle Contract Number	303941
Amendment Number	2
<input checked="" type="checkbox"/> Funding Amount	
<u>Not to Exceed</u> Amount of current agreement, including all amendments	\$ 140,000.00
Amendment Amount	\$ 30,000.00
New Cumulative <u>Not to Exceed</u> Amount	\$ 170,000.00
<input type="checkbox"/> Contract Dates	
Amendment Effective Date	
New Expiration Date	
<input type="checkbox"/> Use of Funds	
If changing any terms of the current Exhibit A - Use of Funds: Attach an updated Exhibit A – Use of Funds reflecting the new terms.	
Additional Agreement Documents	
Check if applicable:	
<input type="checkbox"/> Exhibit A: Use of Funds	
<input type="checkbox"/> Exhibit B: _____	
<input type="checkbox"/> Exhibit C: _____	
County Internal Use Only – Notes (if any)	

Approved for use January 2025

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

This AMENDMENT ("Amendment") to the above-referenced Funding Agreement ("Agreement") is entered into between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of Office of Sustainability, Climate Action & Resilience ("County") and Recipient.

1. INCORPORATION OF AMENDMENT SUMMARY

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

2. EFFECTIVE DATE AND ENFORCEABILITY

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

3. LIMITS OF EFFECT

The Agreement and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

4. MODIFICATIONS

The Agreement Documents are updated to include any **Additional Agreement Documents** where the corresponding box is checked above.

The Funding Agreement is modified to the extent that a corresponding box is checked below:

☐ Term. The term of the Funding Agreement is extended through the New Expiration Date identified in the Amendment Summary.

☒ Funding Amount. The Funding Amount is amended to include the Amendment Amount identified in the Amendment Summary.

☐ Use of Funds. The Use of Funds is amended as indicated in the Additional Agreement Documents.

[SIGNATURE PAGE TO FOLLOW]

Approved for use January 2025

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

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

SIGNED for and on behalf of Board of County Commissioners of Boulder County		SIGNED for and on behalf of Recipient	
Signature:		Signature:	
Name:		Name: Jacob Smith	
Title:		Title: Executive Director	
Date:		Date:	
↓↓For Board-signed documents only↓↓			
Attest Signature:	Initial of EO/DH		
Attestor Name: Matthew Ramos			
Attestor Title:			

Certificate Of Completion

Envelope Id: 1FF97EF8-942F-448E-82FA-69329CD04C76

Status: Sent

Subject: Funding agreement Colorado Communities for Climate Action

Type of Document: Agreement

Department/Office: All

Source Envelope:

Document Pages: 3

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Magali Echeagaray

AutoNav: Enabled

2025 14th St

Envelopeld Stamping: Enabled

Boulder, CO 80302

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

mecheagaray@bouldercounty.org

IP Address: 169.155.149.42

Record Tracking

Status: Original

Holder: Magali Echeagaray

Location: DocuSign

7/2/2025 1:09:04 PM

mecheagaray@bouldercounty.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Boulder County

Location: Docusign

Signer Events

Signature

Timestamp

Jacob Smith

Sent: 7/2/2025 1:13:26 PM

jsmith@cc4ca.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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

Matthew Ramos

38095@bouldercounty.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
<p>Susie Strife ssstrife@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Ashley Monreal 37917@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Elizabeth Bradford ebradford@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/2/2025 1:13:26 PM
Payment Events	Status	Timestamps

AMENDMENT TO DEEDS OF CONSERVATION EASEMENT IN GROSS

This Amendment to Deeds of Conservation Easement in Gross (the "Amendment") is entered into this ____ day of _____, 2025, by and between the **City of Boulder**, a Colorado home rule municipality, whose legal address is _____ ("City") and the **County of Boulder**, a body corporate and politic, whose legal address is 5201 St. Vrain Road, Longmont, Colorado 80503 ("County") (collectively, the "Parties").

RECITALS

- A. The Parties each solely own or jointly own parcels of land in Boulder County, Colorado, more particularly listed in **Exhibit A**, attached hereto and incorporated herein by reference (the "Properties").
- B. The Properties are encumbered by certain Deeds of Conservation Easement in Gross and any amendments thereto recorded in the office of the Clerk and Recorder of Boulder County, Colorado (the "Original Conservation Easements"). The recording dates and reception numbers of the Original Conservation Easements are also listed in Exhibit A attached hereto and incorporated herein by reference. The City and County are each the grantor of some of the Original Conservation Easements and are each the grantee of the remainder of the Original Conservation Easements.
- C. The Parties desire to amend the Original Conservation Easements to permit management activities that comply with current industry standards.
- D. The Parties have determined that this Amendment is consistent with the conservation purposes of the Original Conservation Easements.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, but subject to the terms and conditions more fully set forth below, and pursuant to the laws of the State of Colorado, the Parties hereby agree as follows:

1. The Parties agree that this Amendment adds to the specific provisions of each Original Conservation Easement set forth in Exhibit A, the following paragraph:

Property management must conform with best property management practices, including permission to engage in prescribed burns, wildlife management, and vegetation management, provided these practices are consistent with the purposes of this Easement.

2. The added paragraph above will be deemed to supersede and control over any language with which it conflicts in the Original Conservation Easements and any amendments thereto. The remainder of the Original Conservation Easements will remain in full force and effect.

3. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, and such counterparts will together constitute one and the same document.

[Remainder of page intentionally left blank]

BOULDER COUNTY, a body corporate and politic

By: _____

Printed Name: _____

Title: _____

of the Board of County Commissioners

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ____ day of _____, 2025
by _____, _____, of the Board of County Commissioners of Boulder
County, Colorado.

(Notary official signature)

NOTARY
S E A L

(Commission expiration)

CITY OF BOULDER, a Colorado home rule city

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney's Office

EXHIBIT A

City of Boulder/Boulder County Original Conservation Easements

Boulder County Property Name	City of Boulder Property Name	Reception Number	Recording Date
AHI Longmont Farms (Parcels A, B & C)	AHI Longmont Farms	2924251	4/18/2008
Buffalo Park, Stone & Westphal	Chute Road	2787289	6/29/2006
Caribou Ranch 1 (Parcels 1-5)	Caribou Ranch	2584991	5/7/2004
Caribou Ranch 1 (Silver Lake Pipeline)	Caribou Ranch 1 (Silver Lake Pipeline)	2584991	5/7/2004
Cito Company	Cito Company	2086032	10/11/2000
Cito Company	Cito Company	2086033	10/11/2000
Dodd-Haystack	Dodd-Haystack	2762230	3/13/2006
Erin Arsenault	Mayhoffer/Singletree	2035928	4/10/2000
Erin Arsenault	Mayhoffer/Singletree	2035929	4/10/2000
Fox (Ervin)	Fox (Ervin)	3019249	6/25/1993
Hygiene Dairy (East)	Hygiene Dairy-East	2763717	3/20/2006
IBM	IBM-Monarch	2210417	10/23/2001
IBM	IBM-Monarch	2210418	10/23/2001
Imel	Imel	2161073	6/13/2001
Imel	Imel	2161074	6/13/2001
J-Family	J-Family	2800885	8/28/2006
Joder Ranch	Joder Ranch	1251754	12/24/1992
Lindsay (Parcel A)	Lindsay-Parcel A	1074377	11/16/1990
Lindsay (Parcel B)	Lindsay-Parcel B	3996746	2/7/2023
Lindsay (Parcel C)	Lindsay-Parcel C	1241957	11/20/1992
Lindsay (Parcel D)	Lindsay-Parcel D	1372130	12/13/1993
Lindsay (Parcel E)	Lindsay-Parcel E	1484243	12/9/1994
Lindsay (Parcel F)	Lindsay-Parcel F	1567294	12/5/1995
Lindsay (Parcel G)	Lindsay-Parcel G	1665336	12/19/1996
Lindsay (Parcel H)	Lindsay East	1766556	1/27/1998
Lindsay (Parcel I)	Lindsay East	1907391	2/19/1999
Lindsay (Parcel J)	Lindsay East	2014449	1/13/2000
Lookout Road	Lookout Road	2326684	9/4/2002
MMS	Sudan	2300233	6/21/2002

Amendment to Deeds of Conservation Easement in Gross

Suitts (Parcels 2, 3 & 4, Outlot B)	Suitts	3734623	9/5/2019
Suitts (Parcels 2, 3 & 4, Outlot B)	Suitts	3734624	9/5/2019
Turunjian	Turunjian	2140185	4/20/2001
Turunjian	Turunjian	2140184	4/20/2001
Washam	Washam	2279548	4/22/2002



Parks & Open Space

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

Tg

TO: Board of County Commissioners
FROM: Tina Burghardt, Land Officer Supervisor
FOR: BOCC Business Meeting, 9:30 a.m., Tuesday, July 8, 2025
RE: Boulder County-City of Boulder Conservation Easements Amendment
MEMO DATE: July 3, 2025

Land Commitment: For much longer than Parks & Open Space's history of stewarding open space, the land in this community has been important to American Indian, urban native, Indigenous, and other cultural communities that continue to live here. We are making meaningful changes to how we do our work that include them, incorporate their perspectives, and honor their land stewardship legacy. Parks & Open Space operates within modern legal constructs of land ownership to steward Boulder County open space and accomplish these efforts on behalf of our community.

Summary of Request

Parks & Open Space proposes amending 34 conservation easements covering properties in which Boulder County and the City of Boulder share a joint real estate interest ("City-County CE Properties" needing amendments) so modern best management practices can be used to manage them. For example, prescribed burning is an effective wildfire mitigation tool and many of these easements currently prohibit this practice. A map depicting the City-County CE Properties can be found at the end of this memo. Staff supports this request.

Background Information

The city and county have a long-standing partnership in managing open space in Boulder County. Beginning in 1983, the city and county jointly purchased properties of interest to both open space programs. In some cases, the entities jointly own the properties and hold conservation easements over each other's interests reciprocally. More recent practices have been for one entity to own the fee interest and for the other to hold a conservation easement.

Most of these conservation easements have language memorializing outdated management practices. For example, the language prohibits prescribed burns, including those encumbering City-County CE Properties in the Marshall Fire area. Drafting practices have changed over the years and have trended away from specific allowances and prohibitions relating to management style. The modern approach is to generally allow best management practices that the property owner and easement holder agree are necessary to provide sound open space management. With this modern approach, management activities can respond to changing best practices over time. Homogenizing the management language in all 34 conservation easements will help both agencies coordinate management of the City-County CE Properties.

County Parks & Open Space staff collaborated with the city's Open Space and Mountain Parks (OSMP) staff in crafting this amendment. OSMP staff is ready to obtain the requisite approvals for the city after county approval of the changes.

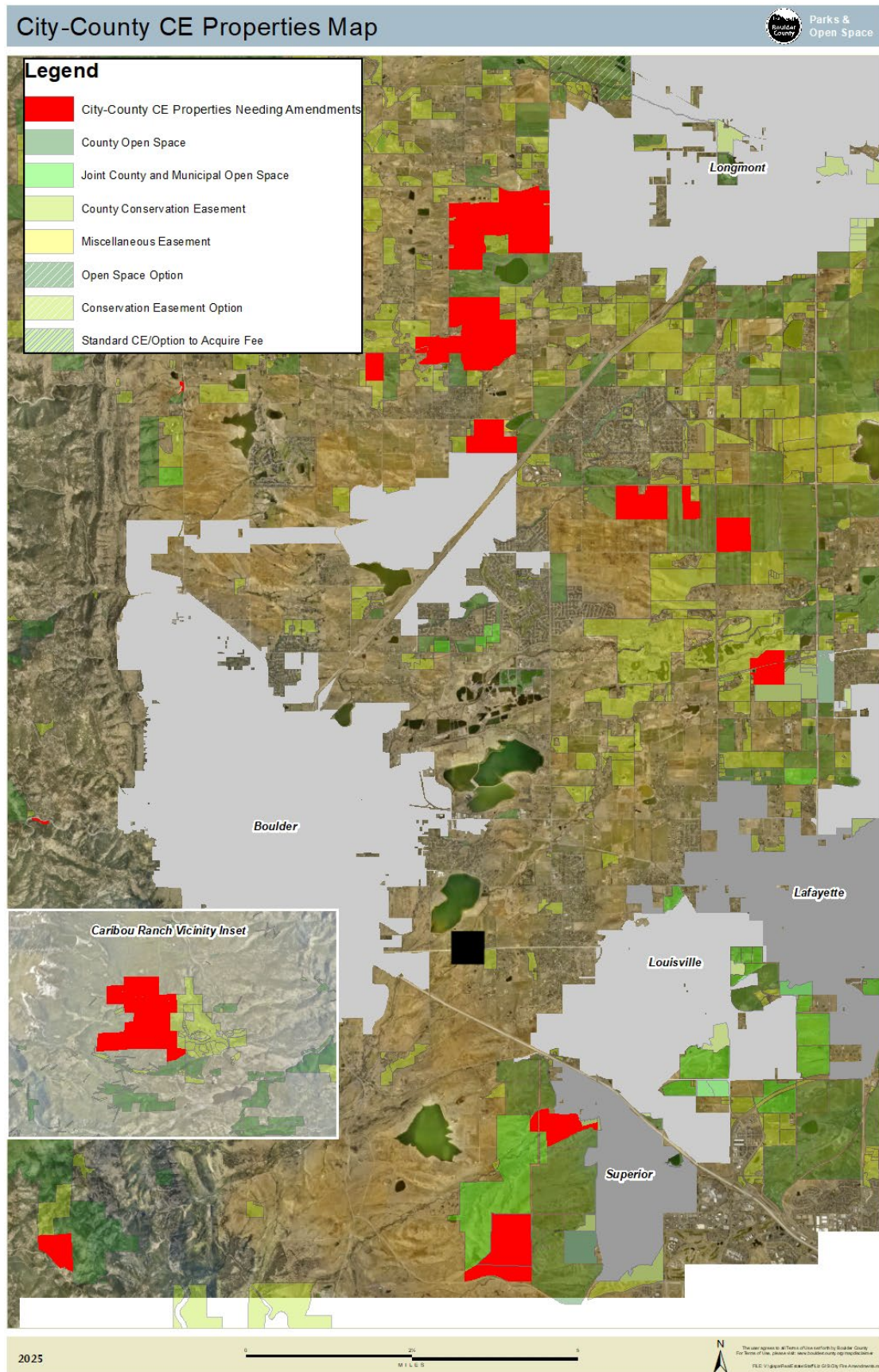
Staff Recommendation

Staff recommends approval of the proposed conservation easement amendment as described in this memo. Recent climate events, including the Marshal Fire, have highlighted the need to apply current best practices to land management. Amending the conservation easements that encumber the Joint Properties allows the county and the city the ability to do so. The county and city staffs will continue coordinating when best practices change over time.

BOCC Action Requested

Approve the request as described above.

Jointly Owned Properties Map:



SPECIAL WARRANTY DEED

(Statutory Form, C.R.S. § 38-30-115)

Grantor, **COUNTY OF BOULDER**, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, CO 80306, of the County of Boulder and State of Colorado, for the consideration of **LESS THAN FIVE HUNDRED DOLLARS**, hereby conveys to Grantee, **ST. VRAIN ESTATES PROPERTY OWNERS' ASSOCIATION**, whose legal address is 55 Longmont Dam Rd., Lyons, CO 80540, the following real property ("Property"), in the County of Boulder and State of Colorado, to wit:

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE
FOR LEGAL DESCRIPTION OF THE PROPERTY,

also known as: 37 Longmont Dam Rd., Lyons, CO.

With all its appurtenances, reserving all mineral rights, reserved interest in water rights and any road rights-of-way owned by Grantor appurtenant to the Property, and warrants the title against all persons claiming under the Grantor, subject only to those matters set forth on Exhibit B, and subject to the terms set forth in the Restrictive Covenant Running with the Land in Exhibit C, attached hereto, and made a part hereof by this reference.

The Property is vacant, does not have a legal building right, and must remain as open space. Grantee, by accepting this deed, acknowledges that they must abide by all restrictions described in Exhibit C to this deed.

If the Grantee ceases to exist, the property interest will automatically revert to the Grantor.

Signed this ____ day of _____, 2025.

COUNTY OF BOULDER,
A body corporate and politic

By: _____

Printed Name: _____

Title: _____

of the Board of County Commissioners

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ____ day of _____, 2025
by _____, _____, of the Board of County Commissioners
of the County of Boulder, a body corporate and politic.

(Notary official signature)

(Commission expiration)

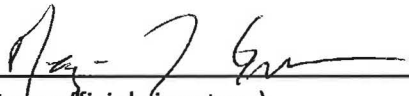
SECOND SIGNATURE PAGE TO FOLLOW



St. Vrain Estates Property Owners' Association
Ken Feldman, President

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this 1st day of July, 2025
by Ken Feldman, President, of the St. Vrain Estates Property Owners' Association.



(Notary official signature)

2/26/28

(Commission expiration)

MEGAN J GREEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204008153
MY COMMISSION EXPIRES FEBRUARY 26, 2028

EXHIBIT A

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF STATE HIGHWAY NO. 66 FROM WHICH THE WEST QUARTER CORNER OF SAID 11 BEARS SOUTH 69° 47'52" WEST, 1843.57 FEET TO CORNER NO. 1; THENCE SOUTH 75° 49' EAST, 211.29 FEET TO CORNER NO. 2; THENCE SOUTH 16° WEST, 85.59 FEET TO CORNER NO. 3; THENCE NORTH 68° 11' WEST, 219.69 FEET TO CORNER NO. 4; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF SAID STATE HIGHWAY NO. 66 TO POINT OF BEGINNING;

AND

BEGINNING AT CORNER NO. 3 DESCRIBED ABOVE; THENCE SOUTH 26° 16' WEST, 15 FEET; THENCE NORTHWESTERLY TO A POINT IN THE CENTERLINE OF SAID STATE HIGHWAY NO. 66, 11 FEET SOUTHWESTERLY FROM CORNER NO. 4, DESCRIBED ABOVE; THENCE NORTHEASTERLY 11 FEET TO SAID CORNER NO. 4; THENCE SOUTH 68° 11' EAST, 219.69 FEET TO SAID CORNER NO. 3; COUNTY OF BOULDER, STATE OF COLORADO

AND

A TRACT OF LAND LOCATED IN THE NW 1/4 OF SECTION 11, T3N, R71W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 11 AND CONSIDERING THE WEST LINE OF THE SW 1/4 OF SAID SECTION 11 TO BEAR N00° 05'35" W, WITH ALL BEARINGS HEREIN AND RELATIVE THERETO; THENCE N72° 40'25"E, 1898.36 FEET TO A POINT ON THE CENTERLINE OF THE NORTH ST. VRAIN RIVER; THENCE LEAVING SAID RIVER, S74° 03'57"E, 85.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE N17° 45'03"E, 30.00 FEET; THENCE S74° 03'57"E, 60.00 FEET; THENCE S17° 45'03"W, 30.00 FEET; THENCE N74° 03'57"W, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

- 1) ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND.
- 2) EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
- 3) ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS.
- 4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- 5) (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- 6) 2015 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
- 7) ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND.
- 8) ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF NORTH ST. VRAIN RIVER.
- 9) ANY CHANGES IN AREA DUE TO THE RELOCATION OR MOVEMENT OF NORTH ST. VRAIN RIVER. SAID NORTH ST. VRAIN RIVER BEING DESCRIBED IN THE LEGAL DESCRIPTION OF THE LAND REFERRED TO HEREIN.
- 10) EASEMENT AND RIGHT OF WAY FOR STATE HIGHWAY NO. 66 AS SHOWN ON THE BOULDER ASSESSOR'S MAPS OF RECORD AND CONTAINED IN THE LEGAL DESCRIPTION.
- 11) RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED SEPTEMBER 18, 1890 IN BOOK 100 AT PAGE 42.
- 12) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED RECORDED AUGUST 14, 1948 IN BOOK 830 AT PAGE 559.
- 13) TERMS, CONDITIONS AND PROVISIONS OF COVENANT AND AGREEMENT RECORDED MAY 24, 1989 AT RECEPTION NO. 984121.
- 14) ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON COPPOLECCHIA SUBDIVISION EXEMPTION PLAT CERTIFIED FEBRUARY 20, 1999 PREPARED BY ENGLAND SURVEYING, AND FILED WITH THE BOULDER COUNTY LAND USE DEPARTMENT AS LS-12-0062 :

LEGAL DESCRIPTION ON SAID EXEMPTION PLAT DOES NOT MATCH LEGAL DESCRIPTIONS IN DEEDS RECORDED SINCE SURVEY WAS CREATED.

15) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED APRIL 27, 1999 UNDER RECEPTION NO. 1932219.

16) TERMS, CONDITIONS AND PROVISIONS OF EXEMPTION FROM BOULDER COUNTY SUBDIVISION EXEMPTION RECORDED AUGUST 02, 1999 AT RECEPTION NO. 1966532.

17) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED JANUARY 18, 2001 UNDER RECEPTION NO. 2111216.

18) TERMS, CONDITIONS AND PROVISIONS CONTAINED IN RESTRICTIVE COVENANT RUNNING WITH LAND RECORDED DECEMBER 7, 2015 AT RECEPTION NO. 03489094.

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL CONTRACTED FOR OR FURNISHED AT THE REQUEST OF SALVATORE PAUL COPPOLECCHIA.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF COUNTY OF BOULDER, A BODY CORPORATE AND POLITIC.

EXHIBIT C

See Following Pages

03488993

12/04/2015 01:50 PM

RF: \$0.00

DF: \$0.00

Page: 1 of 2

Electronically recorded in Boulder County Colorado. Recorded as received.



Warranty Deed
(Pursuant to 38-30-113 C.R.S.)

State Documentary Fee
Date: December 03, 2015
~~\$88.66~~ 0.00

THIS DEED, made on December 03, 2015 by SALVATORE PAUL COPPOLECCHIA Grantor(s), of the County of BOULDER and State of COLORADO for the consideration of (\$336,600.00) *** Three Hundred Thirty Six Thousand Six Hundred and 00/100 *** dollars in hand paid, hereby sells and conveys to COUNTY OF BOULDER, A BODY CORPORATE AND POLITIC Grantee(s), whose street address is PO BOX 471 BOULDER, CO 80306, County of BOULDER, and State of COLORADO, the following real property in the County of Boulder, and State of Colorado, to wit:

SEE ATTACHED "EXHIBIT A"

also known by street and number as: 37 LONGMONT DAM ROAD (VACANT LAND) LYONS CO 80540

with all its appurtenances and warrants the title to the same, subject to *general taxes for the year 2015 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matters (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusions of the Property within any special tax district; and other NONE*


SALVATORE PAUL COPPOLECCHIA

State of COLORADO)

County of BOULDER)

) ss.
)

The foregoing instrument was acknowledged before me on this day of December 03, 2015
by SALVATORE PAUL COPPOLECCHIA

Notary Public
My commission expires

5/1/17

ANGIE MANSFIELD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134016234
MY COMMISSION EXPIRES 03/01/2017

When Recorded Return to: COUNTY OF BOULDER, A BODY CORPORATE AND POLITIC
PO BOX 471 BOULDER, CO 80306

EXHIBIT A

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF STATE HIGHWAY NO. 66 FROM WHICH THE WEST QUARTER CORNER OF SAID 11 BEARS SOUTH 69° 47'52" WEST, 1843.57 FEET TO CORNER NO. 1; THENCE SOUTH 75° 49' EAST, 211.29 FEET TO CORNER NO. 2; THENCE SOUTH 16° WEST, 85.59 FEET TO CORNER NO. 3; THENCE NORTH 68° 11' WEST, 219.69 FEET TO CORNER NO. 4; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF SAID STATE HIGHWAY NO. 66 TO POINT OF BEGINNING;

AND

BEGINNING AT CORNER NO. 3 DESCRIBED ABOVE; THENCE SOUTH 26° 16' WEST, 15 FEET; THENCE NORTHWESTERLY TO A POINT IN THE CENTERLINE OF SAID STATE HIGHWAY NO. 66, 11 FEET SOUTHWESTERLY FROM CORNER NO. 4, DESCRIBED ABOVE; THENCE NORTHEASTERLY 11 FEET TO SAID CORNER NO. 4; THENCE SOUTH 68° 11' EAST, 219.69 FEET TO SAID CORNER NO. 3; COUNTY OF BOULDER, STATE OF COLORADO

AND

A TRACT OF LAND LOCATED IN THE NW 1/4 OF SECTION 11, T3N, R71W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 11 AND CONSIDERING THE WEST LINE OF THE SW 1/4 OF SAID SECTION 11 TO BEAR N00° 05'35" W, WITH ALL BEARINGS HEREIN AND RELATIVE THERETO; THENCE N72° 40'25"E, 1898.36 FEET TO A POINT ON THE CENTERLINE OF THE NORTH ST. VRAIN RIVER; THENCE LEAVING SAID RIVER, S74° 03'57"E, 85.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE N17° 45'03"E, 30.00 FEET; THENCE S74° 03'57"E, 60.00 FEET; THENCE S17° 45'03"W, 30.00 FEET; THENCE N74° 03'57"W, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

RESTRICTIVE COVENANT RUNNING WITH LAND

THIS RESTRICTIVE COVENANT RUNNING WITH LAND is entered into by and between **Salvatore Paul Coppolecchia** ("Seller"), and the **County of Boulder**, a body corporate and politic ("County").

RECITALS

Pursuant to that certain warranty deed dated December 3, 2015, and recorded at Reception No. 03488993 of the real property records of Boulder County, Colorado (the "Deed"), the Seller conveyed to the County that certain real property described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

The County received assistance towards the purchase of the Property from a United States Department of Housing and Urban Development Community Development Block Grant for Disaster Recovery, which funds were allocated to the State of Colorado, which, in turn, granted funds to the County as part of a flood buyout program ("Buyout Program");

Conditions of the Buyout Program, pursuant to 78 Fed. Reg. 14,329 (March 5, 2013), require that real property purchased with Buyout Program proceeds must be used as open space, recreational, or wetland management purposes in perpetuity ("Program Requirements"); and

Seller and County each desire to restrict the future use of the Property in accordance with the Program Requirements.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, promises, covenants, and undertakings described above and hereinafter set forth, Seller and the County agree as follows:

1. The use of the Property shall be limited to uses that are compatible with the Program Requirements.
2. No new structures or improvements may be erected on the Property other than:
(a) a public facility that is open on all sides and is functionally related to a designated open space or recreational use; (b) a public rest room; (c) flood control measures; or (d) a structure that the local floodplain manager approves in writing before the commencement of construction of the structure.

The restrictions contained herein shall run with and burden the Property, shall bind all future owners of the Property, and shall be enforceable by Seller against the County and any successor in interest.

DATED this 3rd day of Decemer, 2015.

Seller:


Salvatore Paul Coppolecchia

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 3rd day of December, 2015, by Salvatore Paul Coppolecchia.

Witness my hand and official seal.


(S E A L)

ANGIE MANSFIELD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134016234
MY COMMISSION EXPIRES 03/01/2017


Notary Public

My commission expires: 3/1/17

COUNTY OF BOULDER, a body corporate and
politic

By: 
Abigail Shannon, Buyout and Acquisitions
Program Manager, Long Range Planner

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 3rd day of December, 2015,
by Abigail Shannon, on behalf of Boulder County.

Witness my hand and official seal.

(SEAL)


Notary Public

My commission expires: 3/1/17

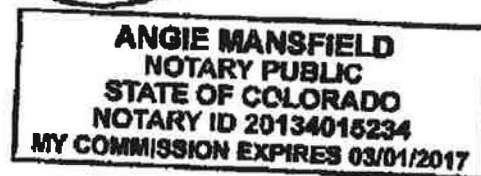


Exhibit A**Legal Description of the Property**

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF STATE HIGHWAY NO. 66 FROM WHICH THE WEST QUARTER CORNER OF SAID 11 BEARS SOUTH 69° 47'52" WEST, 1843.57 FEET TO CORNER NO. 1; THENCE SOUTH 75° 49' EAST, 211.29 FEET TO CORNER NO. 2; THENCE SOUTH 16° WEST, 85.59 FEET TO CORNER NO. 3; THENCE NORTH 68° 11' WEST, 219.69 FEET TO CORNER NO. 4; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF SAID STATE HIGHWAY NO. 66 TO POINT OF BEGINNING;

AND

BEGINNING AT CORNER NO. 3 DESCRIBED ABOVE; THENCE SOUTH 26° 16' WEST, 15 FEET; THENCE NORTHWESTERLY TO A POINT IN THE CENTERLINE OF SAID STATE HIGHWAY NO. 66, 11 FEET SOUTHWESTERLY FROM CORNER NO. 4, DESCRIBED ABOVE; THENCE NORTHEASTERLY 11 FEET TO SAID CORNER NO. 4; THENCE SOUTH 68° 11' EAST, 219.69 FEET TO SAID CORNER NO. 3; COUNTY OF BOULDER, STATE OF COLORADO

AND

A TRACT OF LAND LOCATED IN THE NW 1/4 OF SECTION 11, T3N, R71W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 11 AND CONSIDERING THE WEST LINE OF THE SW 1/4 OF SAID SECTION 11 TO BEAR N00° 05'35" W, WITH ALL BEARINGS HEREIN AND RELATIVE THERETO; THENCE N72° 40'25"E, 1898.36 FEET TO A POINT ON THE CENTERLINE OF THE NORTH ST. VRAIN RIVER; THENCE LEAVING SAID RIVER, S74° 03'57"E, 85.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE N17° 45'03"E, 30.00 FEET; THENCE S74° 03'57"E, 60.00 FEET; THENCE S17° 45'03"W, 30.00 FEET; THENCE N74° 03'57"W, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

SPECIAL WARRANTY DEED

(Statutory Form, C.R.S. § 38-30-115)

Grantor, **COUNTY OF BOULDER**, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, CO 80306, of the County of Boulder and State of Colorado, for the consideration of **LESS THAN FIVE HUNDRED DOLLARS**, hereby conveys to Grantee, **ST. VRAIN ESTATES PROPERTY OWNERS' ASSOCIATION**, whose legal address is 55 Longmont Dam Rd., Lyons, CO 80540, the following real property ("Property"), in the County of Boulder and State of Colorado, to wit:

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE FOR LEGAL DESCRIPTION OF THE PROPERTY,

also known as: 35 Longmont Dam Rd., Lyons, CO.

With all its appurtenances, reserving all mineral rights, reserved interest in water rights and any road rights-of-way owned by Grantor appurtenant to the Property, and warrants the title against all persons claiming under the Grantor, subject only to those matters set forth on Exhibit B, and subject to the terms set forth in the Restrictive Covenant Running with the Land in Exhibit C, attached hereto, and made a part hereof by this reference.

The Property is vacant, does not have a legal building right, and must remain as open space. Grantee, by accepting this deed, acknowledges that they must abide by all restrictions described in Exhibit C to this deed.

If the Grantee ceases to exist, the property interest will automatically revert to the Grantor.

Signed this ____ day of _____, 2025.

COUNTY OF BOULDER,
A body corporate and politic

By: _____

Printed Name: _____

Title: _____

of the Board of County Commissioners

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ____ day of _____, 2025
by _____, _____, of the Board of County Commissioners
of the County of Boulder, a body corporate and politic.

(Notary official signature)

(Commission expiration)

SECOND SIGNATURE PAGE TO FOLLOW



St. Vrain Estates Property Owners' Association
By: Ken Feldman, President

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this 1st day of July, 2025
by Ken Feldman, President, of the St. Vrain Estates Property Owners' Association.


(Notary official signature)

2/26/28
(Commission expiration)



EXHIBIT A

PARCEL A:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF STATE HIGHWAY 66 FROM WHICH THE W1/4 CORNER OF SAID SECTION 11 BEARS SOUTH 72° 29'19" WEST, 1758.55 FEET DISTANT; THENCE SOUTH 62° 46' EAST, 221.92 FEET; THENCE NORTH 26° 16' EAST, 83.64 FEET; THENCE NORTH 68° 11' WEST, 219.69 FEET, MORE OR LESS, TO THE SAID CENTERLINE OF STATE HIGHWAY 66; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF STATE HIGHWAY 66 TO THE POINT OF BEGINNING; EXCEPT THAT PART THEREOF DESCRIBED IN BOOK 942 AT PAGE 207, OF THE BOULDER COUNTY RECORDS; COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M. BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF STATE HIGHWAY 66 FROM WHICH THE W1/4 CORNER OF SAID SECTION 11 BEARS SOUTH 72° 29'19" WEST, 1758.55 FEET DISTANT; THENCE SOUTH 62° 46' EAST 211.92 FEET; THENCE SOUTH 33° 33' WEST 101.37 FEET; THENCE NORTH 50° 31' WEST 219.04 FEET, MORE OR LESS, TO THE SAID CENTERLINE OF STATE HIGHWAY 66; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF STATE HIGHWAY 66 TO THE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO.

EXHIBIT B

- 1) ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND.
- 2) EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
- 3) ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS.
- 4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- 5) (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- 6) 2015 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
- 7) ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND.
- 8) ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF NORTH ST. VRAIN RIVER.
- 9) EASEMENT AND RIGHT OF WAY FOR STATE HIGHWAY NO. 66 AS SHOWN ON THE BOULDER ASSESSOR'S MAPS OF RECORD AND CONTAINED IN THE LEGAL DESCRIPTION.
- 10) RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED SEPTEMBER 18 1890 IN BOOK 100 AT PAGE 42.
- 11) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED RECORDED AUGUST 14, 1948 IN BOOK 830 AT PAGE 559.
- 12) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED RECORDED NOVEMBER 26, 1952 IN BOOK 918 AT PAGE 46.
- 13) TERMS, CONDITIONS AND PROVISIONS CONTAINED IN RESTRICTIVE COVENANT RUNNING WITH LAND RECORDED DECEMBER 7, 2015 AT RECEPTION NO. 03489296.

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL CONTRACTED FOR OR FURNISHED AT THE REQUEST OF RONALD C. HILTON AND ALICE E. HILTON (SEE REQUIREMENTS).
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF COUNTY OF BOULDER, A BODY CORPORATE AND POLITIC.

EXHIBIT C

See Following Pages

03489101

12/07/2015 08:20 AM

RF: \$0.00

DF: \$0.00

Page: 1 of 2

Electronically recorded in Boulder County Colorado. Recorded as received.



Warranty Deed
(Pursuant to 38-30-113 C.R.S.)

State Documentary Fee
Date: December 04, 2015
\$ 0.00

THIS DEED, made on **December 04, 2015** by **ALICE E. HILTON** Grantor(s), of the County of **BOULDER** and State of **COLORADO** for the consideration of **(\$328,100.00) *** Three Hundred Twenty Eight Thousand One Hundred and 00/100 ***** dollars in hand paid, hereby sells and conveys to **COUNTY OF BOULDER, A BODY CORPORATE AND POLITIC** Grantee(s), whose street address is **PO BOX 471 BOULDER, CO 80306**, County of **BOULDER**, and State of **COLORADO**, the following real property in the County of **Boulder**, and State of **Colorado**, to wit:

SEE ATTACHED "EXHIBIT A"

also known by street and number as: **35 LONGMONT DAM ROAD (VACANT LAND) LYONS CO 80540**

with all its appurtenances and warrants the title to the same, subject to *general taxes for the year 2015 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matters (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusions of the Property within any special tax district; and other NONE*

Alice E. Hilton
ALICE E. HILTON

State of **COLORADO**

)
) ss.
)

County of **BOULDER**

The foregoing instrument was acknowledged before me on this day of **December 04, 2015**
by **ALICE E. HILTON**

Notary Public
My commission expires 3/1/17

ANGIE MANSFIELD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134015234
MY COMMISSION EXPIRES 03/01/2017

When Recorded Return to: **COUNTY OF BOULDER, A BODY CORPORATE AND POLITIC**
PO BOX 471 BOULDER, CO 80306

EXHIBIT A**PARCEL A:**

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF STATE HIGHWAY 66 FROM WHICH THE W1/4 CORNER OF SAID SECTION 11 BEARS SOUTH 72° 29'19" WEST, 1758.55 FEET DISTANT; THENCE SOUTH 62° 46' EAST, 221.92 FEET; THENCE NORTH 26° 16' EAST, 83.64 FEET; THENCE NORTH 68° 11' WEST, 219.69 FEET, MORE OR LESS, TO THE SAID CENTERLINE OF STATE HIGHWAY 66; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF STATE HIGHWAY 66 TO THE POINT OF BEGINNING; EXCEPT THAT PART THEREOF DESCRIBED IN BOOK 942 AT PAGE 207, OF THE BOULDER COUNTY RECORDS; COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M. BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF STATE HIGHWAY 66 FROM WHICH THE W1/4 CORNER OF SAID SECTION 11 BEARS SOUTH 72° 29'19" WEST, 1758.55 FEET DISTANT; THENCE SOUTH 62° 46' EAST 211.92 FEET; THENCE SOUTH 33° 33' WEST 101.37 FEET; THENCE NORTH 50° 31' WEST 219.04 FEET, MORE OR LESS, TO THE SAID CENTERLINE OF STATE HIGHWAY 66; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF STATE HIGHWAY 66 TO THE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO.

RESTRICTIVE COVENANT RUNNING WITH LAND

THIS RESTRICTIVE COVENANT RUNNING WITH LAND is entered into by and between **Alice E. Hilton** ("Seller"), and the **County of Boulder**, a body corporate and politic ("County").

RECITALS

Pursuant to that certain warranty deed dated December 4, 2015, and recorded at Reception No. 03489101 of the real property records of Boulder County, Colorado (the "Deed"), the Seller conveyed to the County that certain real property described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

The County received assistance towards the purchase of the Property from a United States Department of Housing and Urban Development Community Development Block Grant for Disaster Recovery, which funds were allocated to the State of Colorado, which, in turn, granted funds to the County as part of a flood buyout program ("Buyout Program");

Conditions of the Buyout Program, pursuant to 78 Fed. Reg. 14,329 (March 5, 2013), require that real property purchased with Buyout Program proceeds must be used as open space, recreational, or wetland management purposes in perpetuity ("Program Requirements"); and

Seller and County each desire to restrict the future use of the Property in accordance with the Program Requirements.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, promises, covenants, and undertakings described above and hereinafter set forth, Seller and the County agree as follows:

1. The use of the Property shall be limited to uses that are compatible with the Program Requirements.
2. No new structures or improvements may be erected on the Property other than:
(a) a public facility that is open on all sides and is functionally related to a designated open space or recreational use; (b) a public rest room; (c) flood control measures; or (d) a structure that the local floodplain manager approves in writing before the commencement of construction of the structure.

The restrictions contained herein shall run with and burden the Property, shall bind all

future owners of the Property, and shall be enforceable by Seller against the County and any successor in interest.

DATED this 4th day of December, 2015.

Seller:

Alice E. Hilton
Alice E. Hilton

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 4th day of December, 2015, by Alice E. Hilton.

Witness my hand and official seal.

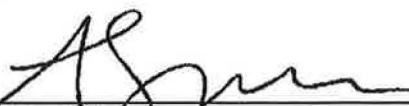
(S E A L)

Angie Mansfield
Notary Public

My commission expires: 3/1/17

ANGIE MANSFIELD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134015234
MY COMMISSION EXPIRES 03/01/2017

COUNTY OF BOULDER, a body corporate and
politic

By: 
Abigail Shannon, Buyout and Acquisitions
Program Manager, Long Range Planner

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 4th day of December, 2015,
by Abigail Shannon, on behalf of Boulder County.

Witness my hand and official seal.

(S E A L)


Notary Public

My commission expires: 3/1/17



Exhibit A**Legal Description of the Property****PARCEL A:**

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

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PARCEL B:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M. BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF STATE HIGHWAY 66 FROM WHICH THE W1/4 CORNER OF SAID SECTION 11 BEARS SOUTH 72° 29'19" WEST, 1758.55 FEET DISTANT; THENCE SOUTH 62° 46' EAST 211.92 FEET; THENCE SOUTH 33° 33' WEST 101.37 FEET; THENCE NORTH 50° 31' WEST 219.04 FEET, MORE OR LESS, TO THE SAID CENTERLINE OF STATE HIGHWAY 66; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF STATE HIGHWAY 66 TO THE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO.

Sherwood Creek Construction Project

AGREEMENT FOR RECLAMATION ACTIVITIES

This Agreement is made as of _____ this among Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic (Owner), the State of Colorado, acting through its Department of Natural Resources, Division of Reclamation, Mining and Safety ("Colorado"), and Frontier Environmental Services LLC ("Contractor").

Owner represents to Colorado and Contractor that it owns the described real property located in the County of Boulder and the State of Colorado (the "Project Site"):

Project Location:

Section 11, Township 1S, Range 73W

Parcel Numbers:

158311000006, 158311000031, 158312001002

Work Description:

Project work includes removing an impoundment of mine waste that is currently blocking the Sherwood creek channel and re-establishing four hundred thirty-seven linear feet (437 lf.) of the natural channel and riparian corridor through the historic Conger mine site. The material excavated from the impoundment will be consolidated on the adjacent existing Conger mine waste pile.

Colorado has included sites on tracts of land owned by Owner in its Abandoned Mine Reclamation Plan ("Plan") approved by the Office of Surface Mining Reclamation and Enforcement of the United States Department of the Interior on June 11, 1982, pursuant to Title IV of the Surface Mining Control and Reclamation Act of 1977. Except as stipulated in that certain Cost Share Agreement between Colorado and Owner dated April 2, 2020, the work will be done at no cost to Owner. Colorado proposes to hire Contractor to perform the reclamation activities.

Owner is willing to give consent to such reclamation activities on the conditions described in this Agreement.

Therefore, in consideration of the consent and permission granted to Colorado and Contractor by Owner, Colorado and Contractor agree with Owner as follows:

1. Owner grants permission to Colorado, its agents, employees, and contractors, including Contractor, to enter upon the Project Site for the length of time necessary (but not exceeding 24 months) to complete the "Work" described above. Colorado shall give reasonable notice to Owner before its entry and its commencement of the Work.
2. Contractor shall effect, at no cost to Owner, the Work described in above in a good and workmanlike manner. The Work shall, once commenced, be diligently pursued to completion and without unreasonable delay. Contractor guarantees that the Work shall be free from defects in materials and workmanship and that all materials incorporated into the Work shall be fit for the use and purpose intended and shall not be subject to any chattel mortgage, security agreement, or other interest in a third party.
3. In effecting the Work under this Agreement, Contractor, its agents, employees, and subcontractors, shall comply with all applicable federal, state, and local laws, rules, and regulations. All Work required to be performed by licensed personnel shall be carried out by personnel so licensed.
4. All persons performing any Work under this Agreement, including all employees, agents, servants, and subcontractors engaged by Contractor shall be at all times the sole employees of and subject to the control and direction of Contractor and shall not be the employees or subject to the direction or control of Owner in any way.
5. Contractor shall pay all sales, occupational, gross receipts, compensating, business, excise, or other taxes of any kind levied or imposed in connection with the Work. In addition, the Contractor shall furnish the Owner with valid lien waivers

duly executed by the Contractor and by all other persons or other entities which might otherwise acquire liens upon the lands described above pursuant to the Colorado General Mechanics' Lien Act, section 38-22-101 to 133 C.R.S.

6. Contractor shall assume the risk of all injuries, including death resulting therefrom, to persons, (including employees and contractors of Contractor, Owner or any third party) and damage to and destruction of property resulting directly or indirectly, wholly or in part, from the prosecution or omission of any work or obligation undertaken or required by this Agreement or the occupation and possession of the Project Site, and shall indemnify and save harmless Owner (including its officers, employees, agents, and/or affiliated companies) from and against any and all liability arising therefrom, including all expense, legal or otherwise, incurred by Owner in the investigation and defense of any claim or suit. Contractor agrees to indemnify Owner from and against any and all liability arising from activities and work conducted pursuant to this Agreement on the above-described Owner property for the duration of the actual period of work. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.
7. Contractor shall secure, or cause anyone entering upon the premises at its request to secure, before commencing and shall maintain or cause to be maintained during the performance of the Work (a) Comprehensive General Liability Insurance, which includes operations & premises coverage, products/completed operation coverage, contractual liability coverage, all on an occurrence basis, all with combined single limit of liability of \$1,000,000.00; (b) Statutory Workmen's Compensation and Occupational Disease Disability Insurance; (c) Employers' Liability Insurance with limits of \$500,000.00 each occurrence; (d) Automobile Insurance with a combined single limit of liability of \$1,000,000.00. Prior to commencing work, Contractor shall also furnish to Owner evidence of the foregoing insurance coverage in the form of Certificates of Insurance. All such insurance shall be underwritten by an insurance company acceptable to Owner.
8. The duties and obligations of Contractor in Sections 2 through 7 above are enforceable only against Contractor and not Colorado.
9. Colorado agrees that the Work will be designed and engineered in accordance with professional standards generally prevailing in the State of Colorado.
10. All the covenants and agreements of Contractor contained in this Agreement shall inure to the benefit of the successors and assigns of Owner.
11. This Agreement shall be effective for the period of time necessary for Colorado and Contractor to effect the Work, but in no event shall the permission for entry extend beyond 24 months after the date of this Agreement unless Owner has specifically agreed to an extension in writing.
12. The performance of the said reclamation activities upon the said lands shall in no way preclude or restrict Owner, its successors or assigns, from utilizing the said lands for the purpose of investigating, prospecting, exploring, developing, mining, operating for, producing, consuming, transporting and marketing all grades and types of coal or any other type of mineral situated and lying or being in, under or upon the said lands by any method of methods deemed desirable by Owner, his successors or assigns, whether the same be now or hereafter known, expressly including, but not limited to, mining by strip, open pit, underground, auger, solution, and in-situ combustion methods.

The Owner has an existing responsibility to insure that any abandoned or inactive mine openings located on its properties are adequately safeguarded and all present and subsequent landowners are required to maintain the mine closure after the Work had been completed as outlined in C.R.S. 34-24-110(1). This responsibility is unchanged by this consent to have these reclamation activities performed.

IN WITNESS WHEREOF, Owner, Colorado and Contractor have executed this Agreement effective the date first written above.

State of Colorado
Department of Natural Resources
Division of Reclamation, Mining and Safety

By: _____

Title: _____

CONTRACTOR
Frontier Environmental Services LLC

By: _____

Title: _____

Owner
County of Boulder, State of Colorado

By: _____

Approved as to Form:

Vladimir Ryazancov

Boulder County Attorney's Office

Title: _____



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

BID ANALYSIS AND RECOMMENDATION

Requesting Department: **Public Works**

BID Title: **Boulder County Fleet Direct Current (DC) Fast-Chargers**

BID No.: 173-25

BID Opening Date: June 16, 2025

No. of Vendors Contacted: 2,272

No. of Minority Owned, Women Owned,: 621

Disadvantaged, Veteran Owned Vendors Contacted

This BID has been posted in accordance with County Policy.

Evaluated by:

Denise Grimm, Energy Manager, Public Works

Bid Responses:

Company Name	Total Cost
District Fleet, LLC, dba, District Fleet e-Mobility, 600 Massachusetts Ave NW, Ste 250, Washington, DC 20001	\$ 563,948.00
LilyPad EV, LLC, 4591 Pacheco Blvd, Martinez, CA 94553	\$ 489,680.00
National Car Charging, LLC, 209 Kalamath St, Unit 4, Denver, CO 80223	\$ 530,401.52
Rexel USA, Inc., 4250 Salazar Way, Unit G, Longmont, CO 80504	\$ 457,266.08
Sanava, LLC, dba, Graviti energy, 13255 Stafford Rd, Ste 400, Missouri City, TX 77489	\$ 453,366.90
Technology International, Inc., 1331 S International Pkwy, Ste 2251, Lake Mary, FL 32746	\$ 746,640.00
Winn-Marion Barber, LLC, 7151 S Blackhawk St, Ste 900 Centennial, CO 80112	\$ 590,118.36

Recommendation:

The evaluation committee recommends awarding BID-173-25, Boulder County Fleet Direct Current (DC) Fast-chargers, to Rexel USA, Inc., the lowest, most complete BID.

Contract Required: ☐ Yes ☒ No

Contract Amount: \$457,266.08

_____/_____
Department Date

I certify this BID has been conducted in accordance with Boulder County policy.
Procurement makes no representation regarding the evaluations or recommendations
contained in this analysis.

_____/_____
Procurement Date

Comments:

_____/_____
Chair, Board of Commissioners Date

Attest: _____/_____
Clerk to the Board Date

Date of Board Action:

Accessibility Report

Filename: BID-173-25 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: 26
- Failed: 3

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	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	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
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](#)

BOULDER COUNTY CONTRACT

SUMMARY		
Contract Identification		
Oracle Contract Number	304216	
Contract Name	Resource Innovations - PW - BCBS - Building	
County Information		
Office or Department	Public Works	
Division/Program	Building Services	
Mailing Address	PO BOX 471, Boulder, CO 80306	
Project Manager Name and Email	Denise Grimm dlgrimm@bouldercounty	
Contact Name and Email	Laura Konersman lkonersman@boulderco	
Office or Department Accounting Email	pwinvoices@bouldercounty.gov	
Vendor Information		
Vendor Legal Name	Resource Innovations, Inc.	
Vendor Other Name	<div style="border: 1px solid black; height: 1.2em; width: 100%;"></div> <input type="checkbox"/> COI <input type="checkbox"/> DBA <input type="checkbox"/> W-9	
Vendor Business Address	1025 Cannon Street, STE 200 Louisville, CO 80027	
Vendor Mailing ("Remit to") Address	400 N Michigan Ave, STE 600, Chicago, IL 60611	
Vendor Signer Name and Email	Lauren Casentini ri.bd@resource-	
Vendor Contact Name and Email	Lauren Casentini ri.bd@resource-	
Vendor Invoicing Email	ri.bd@resource-innovations.com	
Contract Dates		
Authorization to Start Work	Informal Project Bid May be Required	
End Date	5/31/2030	
Contract Amount		
Contract Not to Exceed	5000000	
Highest Annual Amount	1000000	
<i>Pricing details, including annual limits, if any, detailed in Exhibit B</i>		
Contract Documents		
<div style="border: 1px solid black; min-height: 150px;"> <div style="display: flex; flex-direction: column; gap: 5px;"> <div><input checked="" type="checkbox"/> Exhibit A: Insurance Requirements</div> <div><input checked="" type="checkbox"/> Exhibit B: Scope of Work and Pricing Details</div> <div><input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements</div> <div><input type="checkbox"/> Exhibit D: _____</div> <div><input type="checkbox"/> Exhibit E: _____</div> <div><input type="checkbox"/> Exhibit F: _____</div> </div> </div>		

Funding Source Information	
Funding Source for Contract	Boulder County Funds
Fund Availability	Yes - Funds available currently
OFS# for Associated Revenue Contract(s)	
Procurement Details – County Internal Use Only	
Procurement Process	Formal Procurement Number Provided (award info attached in supporting documents)
Formal Procurement Number	SOQ 123-24
Award Date	4/22/2025
Does this include new FTE's or require additional budget approval?	No
Accounting Details – County Internal Use Only	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of Public Works ("County") and Resource Innovations, Inc. ("Contractor" or "Vendor"). County and Contractor are each a "Party," and collectively the "Parties."

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

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

2. Authorization to Start Work:

Contractor acknowledges that this Contract does not constitute a guarantee that Contractor will be awarded any projects or work of any kind. County may enter into agreements with other contractors who may compete with Contractor to receive individual projects. If Contractor is selected, whether through an informal bid process, quotes, or otherwise, County will assign work to Contractor through a written task order. The task order may be a purchase order or purchase orders. The task order will list which of the services set forth in Exhibit B – Scope of Work are to be provided by Contractor at that time. County will provide notice of the task order to Contractor at the Vendor Contact Name and Email.

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

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

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

6. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any part of the **Work** performed in the prior calendar month. All invoices submitted require the following components: Contractor’s name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, “Bill to: Boulder County” language, payment remittance address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Office or Department Accounting Email** in the **Summary**. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract will relieve County of its obligation to make timely payment. Further, County will have no liability for any financial obligations under this Contract if Contractor fails to submit an accurate invoice to the County by January 15th of any calendar year for Work performed in the previous calendar year. County may recoup any damages incurred because of Contractor’s failure to submit invoices pursuant to the terms of this paragraph. County’s acceptance or payment of an invoice will not constitute acceptance of any **work** performed under this Contract. County will pay properly submitted and undisputed invoices within 30 days following receipt.

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

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

9. **Indemnity:** Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all third party liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties to the extent caused by the negligent actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein. In addition, Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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

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

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

13. Termination

- a. Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party shall provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.
- b. Non-Appropriation: The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the duration of the Contract. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing 30 days' written notice to Contractor.
- c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon 30 days' written notice to Contractor.

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

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

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

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

- b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County 's discretion. Upon County 's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.
 - c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.
 - d. Removal: Upon County 's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.
17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.
18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.
19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact Name and Email** specified in the **Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.
20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to:
- a. C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000);
 - b. C.R.S. § 8-17-101 et seq.;
 - c. C.R.S. § 18-8-301, et seq.;
 - d. C.R.S. § 18-8-401, et seq.; and
 - e. C.R.S. §§ 24-85-101, et seq., C.R.S.. Specifically, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The County may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

21. No Suspension or Debarment: Contractor certifies and warrants for the duration of the **Work** and the duration of the Contract, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.
22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.
23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract. Notwithstanding the foregoing, Contractor may assign this Contract without the written consent of the County if such assignment is (i) pursuant to a corporate reorganization; (ii) upon a consolidation, merger, reincorporation, sale of all or substantially all of its assets related to this Contract; or (iii) a similar transaction or series of transactions. Contractor shall notify the County within thirty (30) days of any assignment pursuant to these provisions.
24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
25. No Waiver: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.
26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.
27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary Department or Office is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

Approved for use May 2024

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

31. Representations and Warranties: Contractor represents and warrants the following:
- Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - The individual executing this Contract is authorized to do so by Contractor;
 - Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
 - Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Except as otherwise specified in Exhibit B – Scope of Work, Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section. If Contractor will be driving as part of the Work, Contractor must have an automobile insurance policy that has at a minimum the basic coverage required by Colorado law.
33. Funding Source Compliance: This contract may be funded by federal, state, or other sources. Contractor must take all necessary steps to ensure compliance with all requirements set forth by all applicable funding sources.
34. Litigation Reporting: Contractor represents that Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action or initiates any action impacting this Contract or the Work contemplated by this Contract.
35. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.
36. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary Department or Office and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.
37. Ownership of Work Product: All work product, property, data, documentation, information or materials first conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County, subject to Contractor's rights in its software, platforms, systems, databases, technology, tools, designs, materials, methodologies, processes, original works of authorship, trade secrets and know-how owned, developed, licensed, or otherwise acquired by Contractor that it brings to and uses in the performance of Work, including all improvements, derivative works, or modifications thereto and all intellectual property rights ("Contractor Materials"). To the extent possible, any Work Product will be deemed to be a work made for hire. Except for Contractor Materials, Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product. To the extent that any Contractor Materials, excluding Contractors Mobile Assessment Tool, are incorporated or embedded in Work Product delivered to County under this Agreement and upon payment of applicable fees, Contractor grants County a perpetual, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Contractor Materials as necessary for County's use of the Work Product. Except as provided in this section, Contractor retains all rights in Contractor Materials. If County will be provided access to Contractor Mobile Assessment Tool, as specified in a Scope of Work, County will receive a limited, non-exclusive, royalty-free license to have read-only access to such technology during the term of the respective Scope of Work or such license terms as agreed upon by the parties in the Scope of Work.
38. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.
39. Limitation on Public Statements and Lobbying Activity. Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation
40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.
41. Limitation of Liability: : NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THIRD PARTY CLAIMS OR TO THE EXTENT CAUSED BY CONTRACTOR'S OR ITS SUBCONTRACTOR'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD. NOTHING IN THE FOREGOING IS INTENDED TO LIMIT RECOVERY AVAILABLE TO THE EXTENT COVERED UNDER THE INSURANCE POLICIES STIPULATED IN SECTION 45 INSURANCE. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.
43. Stormwater Procedures: Any Work that has the potential to discharge pollutants into the environment is subject to Boulder County's Municipal Separate Storm Sewer System ("MS4") Permit and must adhere to Boulder County's Stormwater Standard Operating Procedures ("SOPs") found at the following link and which are incorporated into this Contract by reference: <https://assets.bouldercounty.gov/wp-content/uploads/2024/07/municipal-operations-stormwater-standard-operating-procedures.pdf>. As applicable, all Work performed by Contractor must comply with the SOPs.
44. Insurance: Prior to commencing the **Work**, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage for each type of insurance identified in Exhibit A. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Contact Name and Email** listed in the **Summary**.

[Signature Page to Follow]

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

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
↓↓For Board-signed documents only↓↓			
Attest:	Initial of EO/DH		
Attestor Name:			
Attestor Title:			

APPROVED

By Boulder County Attorney (apg) APPROVED as to FORM at 1:37 pm, Jun 23, 2025



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: **Public Works**

RFP Title: **Boulder County Sheriff's Headquarters Roof Recover**

RFP No.: 165-25

RFP Opening Date: June 10, 2025

No. of Vendors Contacted: 1,917

No. of Minority Owned, Women Owned,: 511

Disadvantaged, Veteran Owned Vendors Contacted

This RFP has been posted in accordance with County Policy.

Evaluated by:

David Pfeifer, Facilities Manager, Public Works
Joe May, Project Manager, Public Works
Anthony Amaya, Project Coordinator, Public Works

Bid Responses:

Company Name	Total Cost
Academy Roofing, Inc., 1610 Jasper St, Aurora, CO 80011	\$ 826,630.00
Arapahoe Roofing and Sheet Metal, Inc., 1501 Arthur Ave, Louisville, CO 80027	\$ 731,329.00
B&M Roofing of Colorado, Inc., 3768 Eureka Way, Frederick, CO 80516	\$ 662,600.00
Black Roofing, Inc., dba, Black Roofing & Waterproofing, 6115 Ben Pl, Boulder, CO 80301	\$ 621,460.00
Colorado Moisture Control, Inc., 3801E 50th Ave, Denver, CO 80216	\$ 564,000.00
Glassford Project Management, 1067 S Hover St, Unit E 223, Longmont CO, 80501	\$ 924,881.47
Luna Commercial Roofs, Inc., 2290 Dayton St Aurora, CO 80110	\$ 673,593.00
Stonebrook Roofing, dba, Stonebrook Exterior, 4200 Madison St, Denver, CO 80216	\$ 607,605.00
Superior Roofing, Inc., 14700 E 39th Ave, Aurora, CO 80011	\$ 563,736.00

The evaluation committee recommends awarding RFP-165-25, Boulder County Sheriff's Headquarters Roof Recover, to Colorado Moisture Control, Inc., based on the evaluation criteria presented in the RFP.

Contract Amount: \$564,000.00

I certify this RFP has been conducted in accordance with Boulder County policy. Procurement makes no representation regarding the evaluations or recommendations contained in this analysis.

Date of Board Action:

Accessibility Report

Filename: RFP-165-25 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
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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
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](#)

NON-PROCUREMENT DOCUMENTS ONLY

ROUTING COVER SHEET

Document Details	
Document Type	Grant Agreement
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Sheriff
Division/Program	Jail
Mailing Address	5600 Flatiron Pkwy Boulder Co 80301
Contract Contact	Jennifer Joe jjoe@bouldercounty.gov
Invoice Contact	sheriffinvoices@bouldercounty.gov
Other Party Contact Information	
Name	Colorado Department of Human Services
Mailing Address	710 S Ash Street C140, Denver, CO 80246
Contact 1- Name, title	Travis H. Elliott SOR Contracts Coordinator
Contact 1- email	travis.elliott@state.co.us
Contact 2	
Term	
Start Date	11/25/2024
Expiration Date	9/30/2025
Brief Description of Work/Services Provided	
Amending to add additional funds for 2024-2025 term for the Jail Based Behavioral Health grant	
Revenue Contract/Lease Details	
Amount	
Fixed Price or Not-to-Exceed?	
Grant Details	
Award # (if any)	25 IBEH 199926
Signature Deadline	

NON-PROCUREMENT DOCUMENTS ONLY

Project/Program Name	
Project/Program Start Date	
Project/Program End Date	
Capital or Operating?	
Grant Funding	
Amount: Federal Funds	
Amount: State Funds	\$179,488.68
Amount: Other (specify)	
Amount: Match (dollars)	0
Amount: Match (in-kind)	
Total Project Budget	
Account String	
Federally Funded Grants	
Federal Program Name	
CFDA #	
Subrecipients	
Name(s)	
Services to be Provided	
Subaward Amount	
Subcontractors	
Name(s)	
Services to be Provided	
Subcontract Amount	
FileNet Contract Details - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	
Start Date	
End Date	
Amount	

NON-PROCUREMENT DOCUMENTS ONLY

Notes

Additional information not included above

DocuSign Approvals (Initials):

_____ **Paralegal** (if required)

VR _____ **County Attorney** (if required)

_____ **Risk Management** (if required)

CB _____ **Finance** (if required)

CW _____ **EO/DH** (if required) Undersheriff

Grantee: Boulder County

Supplemental Signature Page

<p>GRANTEE APPROVE</p> <p>Matthew Ramos, Clerk to the Board</p> <p>Initials: _____</p>	<p>GRANTEE ATTEST</p> <p>Matthew Ramos, Clerk to the Board</p> <p>ATTEST: _____</p> <p>Date: _____</p>
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Contract Amendment #1

Signature and Cover Page

State Agency		Original Contract Number
Colorado Department of Human Services		25 IBEH 194371
Behavioral Health Administration		Amendment Contract Number
Contractor		25 IBEH 199926
Boulder County Colorado for the use and benefit of Boulder County Sheriff’s Department		Contract Performance Beginning Date
Current Contract Maximum Amount		November 25, 2024
Initial Term		Current Contract Expiration Date
Federal Fiscal Year 2025		September 29, 2025
Extension Terms		
None		
Total for All Fiscal Years		
\$179,488.68		

Signature page begins on next page.



The Parties Hereto Have Executed This Amendment

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

Contractor

Boulder County Colorado for the use and
benefit of Boulder County Sheriff's
Department

State of Colorado

Jared S. Polis, Governor
Colorado Department of Human Services
Michelle Barnes, Executive Director

By: Marta Loachamin, Chair Boulder County
Commissioners

By: Dannette R. Smith, Commissioner
Behavioral Health Administration

Date: _____

Date: _____

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below
by the State Controller or an authorized delegate.

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date: _____



1. Parties

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. Terminology

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. Purpose

The purpose of this Contract is to provide State Opioid Response Grant funding to support services targeting opioid use disorder and/or stimulant use disorder and/or polyuse disorder for individuals currently in custody.

The purpose of this Amendment is to update Exhibit B and Exhibit E. This Amendment adds \$19,489.04 in new funding for FFY25 for a new total of \$179,488.68.

5. Modifications

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.



- B. **REPLACE** Exhibit B, Budget, with Exhibit B-1, Budget, attached and incorporated by reference.
- C. **REPLACE** Exhibit E, Supplemental Provisions for Federal Awards, with Exhibit E-1, Supplemental Provisions for Federal Awards, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK



COLORADO

Behavioral Health Administration

EXHIBIT B-1, FFY25 ANNUAL BUDGET

BHA Program	State Opioid Response (SOR)
Agency Name	Boulder County
Budget Period	09/30/2024 - 09/29/2025
Project Name	SOR 4
Program Contact Name, Title	Henry Trujillo, Commander
Phone	303-441-4611
Email	htrujillo@bouldercounty.gov
Fiscal Contact Name, Title	Chelsea Brawders, Finance Manager
Phone	303-441-1592
Email	cbrawders@bouldercounty.gov
Date Completed	9/9/2024 Amended 5/14/2025

Services and Deliverables Provided

Required by SAMHSA: Please provide a brief summary description of the services and deliverables to be provided with grant funding.

The Boulder County Sheriff's Office JBBS Jail Medication Assisted Treatment Program (BCSO JBBS JMAT) will address the opioid crisis by increasing access for Boulder County Jail inmates with moderate to severe opioid use disorder to receive medication-assisted treatment which includes Methadone, Buprenorphine (Sublingual and Injectable), Naltrexone and Naloxone. The use of these medications, in combination with counseling and behavioral therapies, will provide a "whole-patient" approach to the treatment of opioid use disorders.

A. Personnel Cost						
Personnel - Salary						
Position Title (Must Be Unique)	Employee Name	SAMHSA Key Personnel?	Annual Salary	Level of Effort	Personnel Cost - Salary	Narrative/Justification
Personnel - Salary subtotal					\$0.00	
Personnel - Hourly						
Position Title	Employee Name	SAMHSA Key Personnel?	Hourly Rate	Dedicated Hours	Personnel Cost - Hourly	Narrative/Justification
Personnel - Hourly subtotal					\$0.00	
Personnel Cost - Total					\$0.00	

B. Fringe Benefits Cost						
Position Title	Name	Personnel Cost	Fringe Rate (%)	Fringe Cost	Narrative/Justification- List fringe benefits included in fringe rate	
Position 1	0	\$0.00	0.00%	\$0.00		
Fringe Cost - Total				\$0.00		

C. Travel Cost								
Purpose	Destination	Cost Item	Cost/Rate per item	Cost Type (Basis)	Quantity Per Person	Number of Persons	Travel Cost	Narrative/Justification
Travel Cost - Total								\$0.00

D. Equipment Cost (not a common cost associated with SAMHSA grants)						
Item	Vehicle?	Quantity	Purchase/Rental Cost	% Charged to Program	Equipment Cost	Narrative/Justification
Equipment Cost - Total					\$0.00	

E. Supplies Cost						
Item	Item Cost	Cost Type	Quantity of Items	Quantity Frequency	Supplies Cost	Narrative/Justification
Supply Cost - Total					\$0.00	

H. Other Cost						
Item	Item Cost	Cost Type	Quantity	Quantity Frequency	Other Cost	Narrative/Justification
Buprenorphine Injection - Brixadi	\$1,588.44	per injection	25.00	2.00	\$79,422.00	Clients identified as being in need of MAT medications and services are screened utilizing the TCU-5 assessment and a clinical evaluation/interview. Due to the robust MAT program in our facility, Suboxone administration with transition to Brixadi injections have become a standard practice.
Buprenorphine Injection - Sublocade	\$1,633.38	per injection	14.00	2.00	\$45,734.64	
Naloxone Sublingual Strips 3mg	\$262.34	per box of 30 strips	4.00	2.00	\$2,098.72	All clients receive a supply of Narcan in their property along with Fentanyl testing strips and are provided with a training around appropriate administration of Narcan.
Naloxone Sublingual Strips 2mg	\$87.11	per box of 30 strips	4.00	3.00	\$1,045.32	
Naloxone Sublingual Strips 1mg	\$136.00	per box of 30 strips	5.00	4.00	\$2,720.00	
Naloxone	\$75.00	per kit	20.00	3.00	\$4,500.00	Includes 2 doses of Narcan per kit
Methadone	\$12.00	per dose	300.00	12.00	\$43,200.00	
Naltrexone	\$64.00	per card of 30 pills	4.00	3.00	\$768.00	Will be ordering oral only

I. Total Direct Cost - Federal \$179,488.68

J. Indirect Cost			
Indirect Cost Rate Type (please select):	No Charge (enter 0)		
Type	Indirect Rate (%)	Base (Total Direct)	Indirect Cost
Indirect Rate and Base Calculation (%)	0.00%	\$179,488.68	\$0.00
Indirect Cost - Total			\$0.00

Total Project Cost Summary - Federal Costs

A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$0.00
F. Contractual	\$0.00
G. Construction	\$0.00
H. Other	\$179,488.68
I. Total Direct Charges	\$179,488.68
J. Indirect Charges	\$0.00
Total Project Costs (Federal)	\$179,488.68



Exhibit E-1 - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification

- i. Subrecipient: **County of Boulder**
- ii. Subrecipient Unique Entity ID number: **LB9EYBMY6NJ8**
- iii. The Federal Award Identification Number (FAIN) is **H79TI087829**
- iv. The Federal award date is **September 24, 2024**
- v. The subaward period of performance start date is **November 25, 2024**, and end date is **September 30, 2025**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FFY25 SOR IV	\$179,488.68	\$179,488.68	\$179,488.68

- vii. Federal award project description: **To support services targeting opioid use disorder and/or stimulant use disorder and/or polyuse disorder for individuals currently in custody.**
- viii. The name of the Federal awarding agency is **Substance Abuse and Mental Health Services Administration (SAMHSA)**; the name of the pass-through entity is the **State of Colorado, Department of Human Services (CDHS).**

- ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.788**, name is **State Opioid Response (SOR) Grants**, and dollar amount is **\$20,798,725**.
- x. This award is **not** for research & development
- xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E**.
- 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E**.
- 4) Subrecipient's approved indirect cost rate is **0%**.
- 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.332 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 15 of this Exhibit and may be further specified in the accompanying Scope of Work exhibit.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **thirty (30)** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.**
 - i. Subrecipient is not required to provide matching funds.

1. Definitions.

1.1 For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

1.1.1 "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1 Awards may be in the form of:

1.1.1.1.1 Grants;

1.1.1.1.2 Contracts;

- 1.1.1.1.3 Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.1.1.4 Loans;
- 1.1.1.1.5 Loan Guarantees;
- 1.1.1.1.6 Subsidies;
- 1.1.1.1.7 Insurance;
- 1.1.1.1.8 Food commodities;
- 1.1.1.1.9 Direct appropriations;
- 1.1.1.1.10 Assessed and voluntary contributions; and
- 1.1.1.1.11 Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.12 Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 1.1.1.2 Award **does not** include:
 - 1.1.1.2.1 Technical assistance, which provides services in lieu of money;
 - 1.1.1.2.2 A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.1.2.3 Any award classified for security purposes; or
 - 1.1.1.2.4 Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2 “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3 “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4 “Unique Entity ID number” or “UEI” is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 1.1.5 “Entity” means:
 - 1.1.5.1 If the source of the funding is a Grant:

- 1.1.5.1.1 a Non-Federal Entity; or
- 1.1.5.1.2 a non-profit organization or for-profit organization.
- 1.1.5.2 If the source of funding is not a Grant:
 - 1.1.5.2.1 all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2 A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.2.3 a foreign public entity;
 - 1.1.5.2.4 a domestic or foreign non-profit organization;
 - 1.1.5.2.5 a domestic or foreign for-profit organization; and
 - 1.1.5.2.6 a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6 “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7 If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8 “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9 “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10 If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11 “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant. Grantee also means Subrecipient.
- 1.1.12 “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13 “Nonprofit Organization” means any organization that:
 - 1.1.13.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2 Is not organized primarily for profit;
 - 1.1.13.3 Uses net proceeds to maintain, improve, or expand the organization’s operations; and

- 1.1.13.4 Is not an IHE.
- 1.1.14 “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15 “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 1.1.16 “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17 “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 1.1.18 “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term Subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal awards directly from a Federal agency.
- 1.1.19 “Subrecipient Parent UEI Number” means the subrecipient parent organization’s 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20 “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21 “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).
- 1.1.22 “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23 “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110,

and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24 “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance.

2.1 Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Unique Entity ID System (UEI) Requirements.

3.1 SAM. Contractor/Grantee must obtain a UEI but are not required to fully register in Sam.gov. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2 UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. Total Compensation.

4.1 Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1.1 The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and

4.1.2 In the preceding fiscal year, Contractor/Grantee received:

- 4.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.1.2.2 \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
- 4.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting.

5.1 If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. Effective Date and Dollar Threshold for Reporting.

- 6.1 If the source of funding is a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2 If the source of funding is not a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total

Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

- 6.3 The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. Subrecipient Reporting Requirements.

- 7.1 If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
- 7.2 To SAM. A Subrecipient shall report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
- 7.2.1 Subrecipient UEI Number;
 - 7.2.2 Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
 - 7.2.3 Subrecipient parent's organization UEI Number;
 - 7.2.4 Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.2.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.2.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.3 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
- 7.3.1 Subrecipient's UEI Number as registered in SAM.
 - 7.3.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Procurement Standards.

- 8.1 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2 If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- 8.3 Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Access to Records.

- 9.1 A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.
- 9.2 A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

10. Single Audit Requirements.

- 10.1 If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 10.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement

audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.3 Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

10.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. Contract/Grant Provisions for Subrecipient Contracts.

11.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

11.2 {Applicable to federally assisted construction contracts.} Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

11.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.4 Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

- substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 11.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.8 Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 11.9 Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 11.10 Collection of Unallowable Costs (2CFR 200.410). Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.
- 11.11 Whistle Blower Protections. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

12. Certifications.

- 12.1 Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. Exemptions.

- 13.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2 A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. Event of Default and Termination.

14.1 Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.

14.2 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.2.1 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.2.2 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.2.3 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.2.4 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

15. Additional Terms re Payments to Grantee to Supplement Main Terms in Contract.

15.1 **Federal Recovery:** The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

15.2 **Close-Out:** Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially

complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

Exhibit End

Certificate Of Completion

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Subject: Colorado Behavioral Health JBBS Grant Amendment 1 - 25 IBEH 199926 (Original 25 IBEH 194371)

Type of Document:

Grant Agreement

Department/Office: Sheriffs Office

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Signatures: 0

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Pamela Thompson

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pthompson@bouldercounty.org

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Paralegal

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Sheriff / Operations

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Boulder County

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Undersheriff

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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Sheriff Accounting Group sheriffaccounting@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Jennifer Joe jjoe@bouldercounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
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Envelope Summary Events	Status	Timestamps
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Board of County Commissioners

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

FROM: Robin Valdez

DATE: April 8, 2025

SUBJECT: Boards & Commissions – Appointment

ACTION
REQUESTED: Decision

VACANCIES & APPOINTMENTS

Eldorado Springs Local Improvement District Advisory Committee
(Two Vacancies)

New Applicants: Tod Smith (Member-at-Large)

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

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



Office of Sustainability, Climate Action & Resilience

2020 13th Street • Boulder, Colorado 80302 • Tel: 303.441.4565
P.O. Box 471 • Boulder, Colorado 80306

BOCC Memo: Business Meeting July 8

Subject: Climate Equity Fund Update

Prepared by: Brett Fleishman, Susie Strife & Trina Ruhland

Background Information:

- In 2024, the Boulder County Office of Sustainability, Climate Action & Resilience (OSCAR) conducted a comprehensive review of climate justice best practices. Informed by recommendations from external environmental justice consultants, OSCAR staff—together with Commissioner Loachamin—began developing a vision for a Climate Equity Fund. The intent of the fund is to expand access to funding for frontline communities and individuals disproportionately impacted by climate change. The Climate Equity Fund is designed to directly support neighborhoods, organizations, and communities that have been historically excluded from traditional climate solution efforts. This initiative advances the County's climate action and racial equity goals by prioritizing resources for those most affected by the climate crisis and enabling grassroots, community-driven climate action at the local scale.
- OSCAR brought on **JSI**, a consultant with deep experience in environmental justice grantmaking, to support the launch of this fund. Administering funds through a participatory process is complex, and a strong fiscal and administrative partner is critical to undertaking this new initiative. JSI has been an outstanding collaborator—providing expert facilitation, technical assistance, and strategic guidance throughout.
- Given the core tenet of this fund is to center community voice, we created the *Community Creation Council (CCC)* to guide recommendations on the fund's design and implementation. The CCC is a collaborative group of six community members¹ tasked with co-designing and guiding the Climate Equity Fund under the shared principles of justice, transparency, and community leadership.
- The CCC invested significant time, intention and effort throughout May and June with the goal of making recommendations to OSCAR and the Board of County Commissioners on the following, all of which is detailed in the attached packet:
 - Defined goals and values that reflect community needs and aspirations.
 - Funding eligibility, priorities and tiers.
 - An inclusive application process that centers frontline groups and projects.
 - A process for reviewing applications that prioritizes community preferences.
 - A guide on how success is defined, measured, and communicated back to the community

¹ With input from our former Justice40 consultants and trusted community leaders, we invited nominations for individuals to serve on this committee. We prioritized nominees with lived experience in climate or social justice—particularly those representing groups that may benefit from the Climate Equity Fund—as well as deep community ties, a collaborative mindset, and experience with grantmaking or community-based funding. Using a skills matrix, JSI reviewed the nominations, conducted interviews, and selected six individuals for paid, hourly roles to help design the recommendations being presented today.

- While designing the Climate Equity Fund, OSCAR also engaged a strategic advisor from *Once & Future Green* to align the process with Boulder County's Community Engagement Framework and prior research on climate justice best practices.

Next steps:

- BOCC decision for approval of the CCC's recommendations for administration of Climate Equity Fund (July 8, 2025 business meeting).
- Establish a Community Evaluation Committee to review and score applications (July 2025).
- Implement targeted outreach efforts to increase awareness of the Climate Equity Fund (July 2025 to Fall 2025).
- Open the official application period (Aug. 1 to Sept. 1, 2025)
- Present all Community Evaluation Committee award recommendations to the Board of County Commissioners for formal review and approval at a future business meeting (Fall 2025).
- Distribute funding and share project outcomes and community impact throughout the award period (Fall /Winter2025 through Fall/Winter 2026).

Specific BOCC questions to consider on July 8:

- **Does the board approve the CCC's recommendations detailed** in the attached packet and as formalized and operationalized by JSI through the proposed contract amendment with JSI to administer the fund, including fiscal management, risk management, and reporting and monitoring throughout 2026?
 - **Does the board approve the Contract Amendment?**
-

BOULDER COUNTY CONTRACT AMENDMENT

AMENDMENT SUMMARY		
This amendment makes changes to the following terms:		
<input checked="" type="checkbox"/> Contract Dates <input type="checkbox"/> Contract Amount <input checked="" type="checkbox"/> Scope of Work and/or Pricing Details		
Contract Identification		
Oracle Contract Number	304131	Version Number 2
Contract Name	JSI Research & Training Institute-OSCAR-County Grant Program Management	
Amendment Number	1	
Amendment Effective Date	<input checked="" type="radio"/> Upon signature <input type="radio"/>	
Version Description	Update Scope of Work to incorporate Climate Equity Fund Grants Manual created during Phase 1 of project; update fee schedule and project length based on work in Phase 1 and Phase 2.	
County Information		
Office or Department	Office of Sustainability, Climate Action and Resilience	
Division/Program	Climate Equity Fund	
County Contact Name and Email	Brett Fleishman bfleishman@bouldercounty.gov	
Vendor Information		
Vendor Legal Name	JSI Research & Training Institute	
Vendor Other Name	JSI Research & Training Institute, Inc	<input checked="" type="checkbox"/> COI <input type="checkbox"/> DBA <input type="checkbox"/> W-9
Vendor Contact Name and Email	Alexia Eslan, alexia_eslan@JSI.com	
<input checked="" type="checkbox"/> Contract Dates		
New End Date	02/01/2027	
<input type="checkbox"/> Contract Amount		
Contract Not to Exceed Amount of current Contract plus all signed amendments	\$ 3,000,000.00	
Amendment Amount		
New Contract Not to Exceed	\$ 3,000,000.00	
New Highest Annual Amount		
<input checked="" type="checkbox"/> Scope of Work and/or Pricing Details		
All changes to scope of work and/or pricing details are contained in Exhibit B.		
Additional Contract Documents		
Check all that apply:		
<input type="checkbox"/> Exhibit A: Insurance Requirements <input checked="" type="checkbox"/> Exhibit B: Scope of Work and Pricing Details <input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements <input checked="" type="checkbox"/> Exhibit D: <u>Boulder Climate Equity Fund Grants Manual</u> <input type="checkbox"/> Exhibit E: _____		

County Internal Use Only	
Procurement Details	
Procurement Process Followed Prior to this Amendment	Bid Number Provided (award info attached in supporting documents)
Does this amendment change the procurement process the contract must follow due to an increase in amount or timeframe?	No
Accounting Details	

This AMENDMENT ("Amendment") to the above-referenced Contract ("Contract") is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Office of Sustainability, Climate Action and Resilience ("County") and

JSI Research & Training Institute ("Contractor" or "Vendor"). County and Contractor are each a "Party," and collectively the "Parties."

1. INCORPORATION OF AMENDMENT SUMMARY

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

2. EFFECTIVE DATE AND ENFORCEABILITY

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

3. LIMITS OF EFFECT

The Contract and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

4. MODIFICATIONS

The Contract Documents are updated to include any **Additional Contract Documents** where the corresponding box is checked above.

The Contract is also modified to the extent that a corresponding box is checked below:

- ☒ Contract Dates. The end date of the Contract is changed to the **New End Date** identified in the Amendment Summary.
- ☐ Contract Amount. The Contract Not to Exceed amount is amended so that the total cost of all work performed under the Contract must not exceed the **New Contract Not to Exceed** identified in the Amendment Summary.
- ☒ Scope of Work and/or Pricing Details. The Scope of Work and/or Pricing details are amended as indicated in Exhibit B and new insurance requirements, if any, are identified in Exhibit A to this Amendment.

5. CONTRACT TERMS. The following terms are added to the Contract to the extent not previously included:

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

Contractor is subject to C.R.S. §§ 24-85-101, et seq., C.R.S. Specifically, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103(2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The County may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103(2.5), C.R.S.

[SIGNATURE PAGE TO FOLLOW]

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

SIGNED for and on behalf of Board of County Commissioners of Boulder County		SIGNED for and on behalf of JSI Research & Training Institute	
Signature:		Signature:	
Name: Marta Loachamin		Name: Alexia Eslan	
Title:		Title:	
Date:		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest Signature:		Initial of EO/DH	
Attestor Name: Matthew Ramos			
Attestor Title:			

Boulder County Climate Equity Fund Grants Manual

June 2025

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1 ACRONYMS	

CCC	Collaborative Cocreation Committee
CEC	Community Evaluation Committee
CO/AO	Contracting/Agreement Officer
COR/AOR	Contracting/Agreement Officer’s Representative
CR	Cost-reimbursement
EOI	Expression of Interest
FA	Fixed-amount
GESC	Grants Evaluation and Selection Committee
MERL	Monitoring, Evaluation, Research and Learning
NGO	Nongovernmental Organization
OCA	Organizational Capacity Assessment
PAA	Pre-Award Assessment
REOI	Request for Expression of Interest
RFA	Request for Application
SOW	Statement of Work
TA	Technical Assistance
TCA	Technical Capacity Assessment

2 INTRODUCTION

The Boulder County Climate Equity Fund (hereinafter referred to as the “project”) intends to provide grants to accomplish any or all of several main objectives:

- Advance Boulder County’s racial equity goals
- Support those most impacted by the climate crisis
- Enable grassroots and neighborhood leaders to implement impactful climate action

2.1 PURPOSE

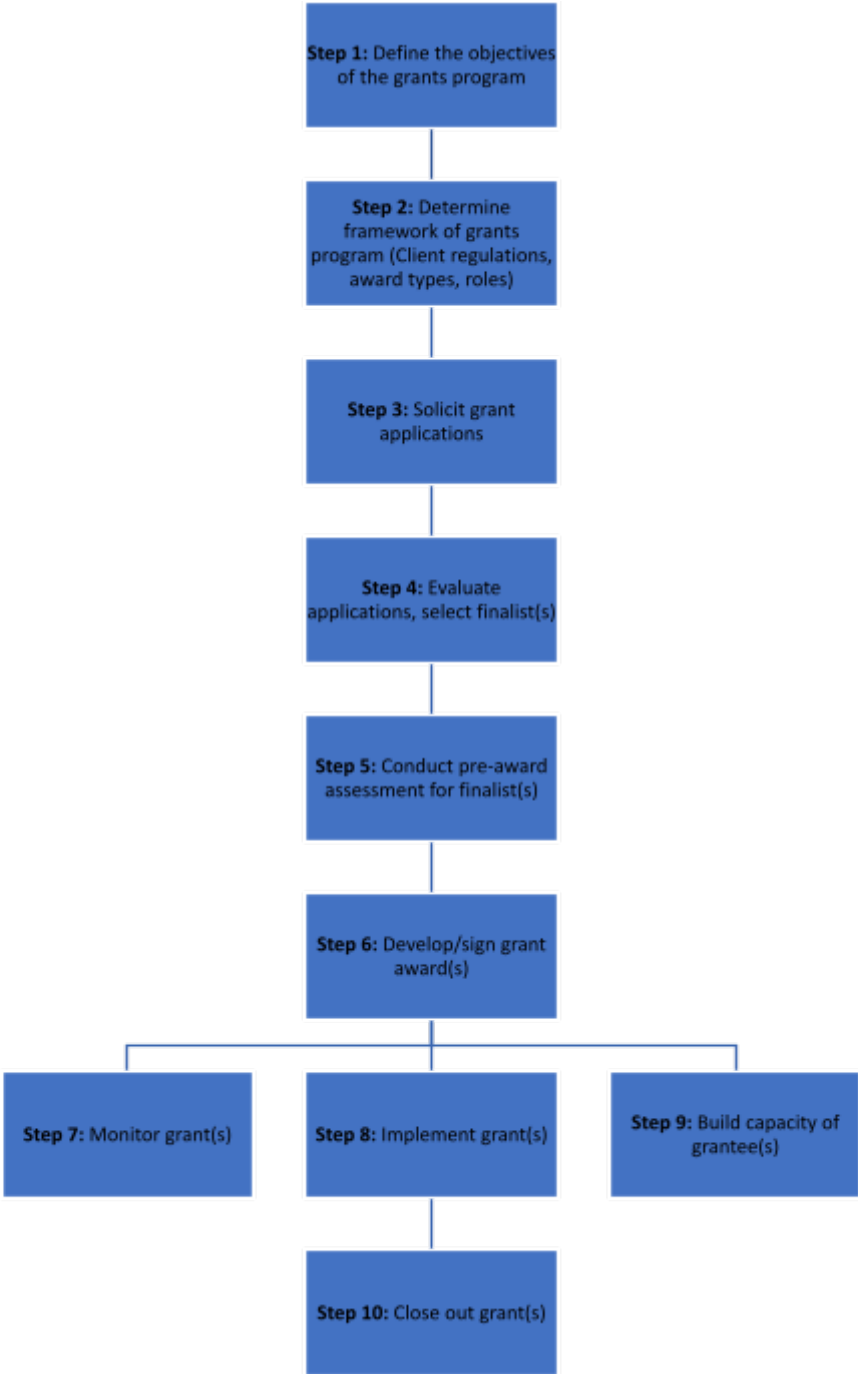
The purpose of this manual is to describe the project’s overall approach and specific guidelines for issuing grants under the project. This document provides guidance and resources for all project staff throughout the entire grants process, from defining the grants program through grants closeout. Project leadership and staff (technical, MERL, grants, and finance) working on a grants program should familiarize themselves with this manual before initiating the grant-making process.

Project staff shall use these guidelines to guide the planning, solicitation and evaluation, management, implementation, and closeout of the project’s grants program. These guidelines contain:

- An overview of the granting process including solicitation, evaluation and selection;
- Grant mechanisms available for use; and,
- Processes and best practices in managing a grants program, including closeout.

See Figure 1, Overview of the Grant Process, on the following page for a summary of the grant-making process. Please note that this table is a summary of the overall process and is not all-encompassing.

Figure 1: Overview of the Grant Process



2.2 KEY DEFINITIONS

Applicant: An organization applying for grant funding from the project.

Application: A written document prepared by an applicant that responds to Request for Application (RFA) requirements and outlines in detail the objectives, activities and budget proposed for funding under the project's grant program.

Beneficiaries: Any individuals, groups or organizations that are the target of, or benefit from, a project that is funded by a grant.

Client: The Client for this project is Boulder County's Office of Sustainability, Climate Action and Resilience (OSCAR).

Contracting Officer (CO). The individual representing the Client through the exercise of their delegated authority to enter into, administer, and/or terminate contracts and awards and make related determinations and findings. The CO/AO for this project is the Director of Boulder County's Office of Sustainability, Climate Action and Resilience (OSCAR).

Contracting Officer's Representative (COR). The individual who performs award oversight functions delegated by the CO, or specifically designated by policy or regulation as part of contract and award administration. The COR/AOR for this project is the Senior Climate Strategist of Boulder County's Office of Sustainability, Climate Action and Resilience (OSCAR).

Grantee: An organization that is awarded a grant award.

Grant Award: A legal and contractual instrument that defines the grantee's scope of work, budget, reporting requirements, regulations, and project and grantee roles and responsibilities.

Pre-Award Assessment (PAA): A tool used to assess an applicant's overall risk and ability to fulfill what has been proposed in their application, and to manage grant funds responsibly. The PAA evaluates a number of factors including organizational structure, internal controls, cost accounting and financial management, human resource capacity, procurement policies, property management, past performance, program maturity, and technical expertise.

Project: The Boulder County Climate Equity Fund under which grants will be awarded and this manual applies.

Request for Expressions of Interest (REOI): A formal announcement of a funding opportunity that requests expressions of interest (EOI) from interested applicants, with the goal of developing a short-list of qualified and eligible applicants to respond to a full RFA.

Request for Application (RFA): A formal announcement of a funding opportunity that specifies all requirements for interested applicants to submit a full application. Follows the release of any REOI.

3 DEFINING THE GRANTS PROGRAM

A clearly defined grants program provides a clear vision and parameters for project staff and grantees. It is important to communicate the grants program strategy to project staff as a guide to overall implementation.

Program Overview

Justice40 is embedded within the Boulder County Commissioners' 2023 Strategic Priority of "Climate Action and Environmental Stewardship." In alignment with this directive, the Office of Sustainability, Climate Action, and Resilience (OSCAR), in partnership with external consultants, undertook an assessment to explore how the County could more fully integrate Justice40 principles into its work. This effort culminated in a strategic memorandum outlining a range of programmatic recommendations. Building on that foundation, OSCAR and the Board of County Commissioners launched the Boulder Climate Equity Fund—a community-led grant initiative designed to advance equitable climate action.

The BCEF is a new community-driven grant program designed to advance climate justice in our community. Approximately \$2.5 million in projects will be selected in 2025. The application for funding requests will open in late summer.

The program is administered by the Office of Sustainability, Climate, and Resilience (OSCAR).

The BCEF will advance Boulder County's racial equity goals, support those most impacted by the climate crisis, and enable grassroots and neighborhood leaders to implement impactful climate action.

The Boulder County Commissioners allocated \$3 million from three funding sources for the BCEF in the 2025 budget. The BCEF is supported by \$1 million each from the Sustainability Tax, the county general fund, and the Gross Reservoir Settlement Fund.

Program Purpose and Vision

Boulder County remains committed to advancing equitable solutions to the climate crisis. Climate action and environmental stewardship is one of the Boulder County Commissioners' Strategic Priorities.

Climate Change's Disproportionate Impact

Climate change disproportionately affects those who contribute least to its causes, and racial and ethnically diverse communities are most intensely impacted by climate change. Racism, economic inequality, and class discrimination are some of the root causes of climate injustice, and Boulder County recognizes a long history of harmful practices and institutional racism that have further perpetuated climate injustices.

Boulder County's Climate Equity Fund aims to address this challenge by providing funding to the historically disadvantaged Boulder County communities that are most impacted by climate change.

Collaborative Creation Committee ("CCC")

The BCEF is guided and led by the expertise of the communities it intends to serve, partly through the Collaborative Creation Committee. The CCC – consisting of community advisors that represent Boulder County, engage in diverse environmental justice focus areas, and bring together community networks spanning from rural to remote to urban across Boulder County – was established in May 2025 to guide

the strategy and design of the BCEF. Through a series of 6 meetings, the CCC advisors participated in the co-creation of the grantmaking processes and guide the launch of the pilot funding cycle, including input on the application, application evaluation criteria, community outreach approach, and funding distribution strategy. The CCC put forward their recommendations to the Boulder County Commissioners (BCC) on July 8, 2025, which were approved. The full CCC process and materials can be found in Appendix A, and all program design elements that were recommended by the CCC are indicated throughout this manual by the following:

“As recommended by Collaboration Creation Committee, and approved by Boulder County Commissioners on 7/8/2025.”

BCEF Greenhouse Gas Reduction

The BCEF is anchored in a clear goal: directional emissions reductions. This doesn’t mean every project must produce a quantitative estimate of carbon savings. Instead, we are looking for a throughline of a clear and intentional connection between each project and a more climate-conscious, carbon-reducing future. While carbon remains a marker we welcome and encourage efforts that address broader greenhouse gas emissions reductions as part of this directional approach. By embedding directional emissions reductions into every layer of project work, from neighborhood gardening to major infrastructure upgrades, we aim to move collectively toward a future that is healthier, more equitable, and regenerative.

BCEF Projects

As recommended by Collaboration Creation Committee, and approved by Boulder County Commissioners on 7/8/2025:

The BCEF will support many types of impactful climate action and resilience activities in our community.

Projects could include tree canopy projects, youth climate activities, energy efficiency upgrades, renewable energy installations, climate education, capacity building, resilience training, and workforce development in green jobs – and more (see Appendix C for full list of project examples).

The project will provide on-going administrative, programmatic, and financial monitoring to grantees in order to minimize risk. Depending on the grant SOWs and budgets, dedicated grants management staff may be hired to manage and communicate with grantees on a frequent basis and to utilize appropriate technologies and management systems.

Grant funds will not be used for activities that duplicate the activities of other Client-supported programs, fall outside the scope of the project, or are not approved by Client.

4 GRANTMAKING VALUES

As recommended by Collaboration Creation Committee, and approved by Boulder County Commissioners on 7/8/2025:

The CCC established the following grantmaking values to guide this effort (see Appendix B for full descriptions):

1. Community-Led and Locally Rooted
2. Grounded in Legacy and Prior Work
3. Equity-Centered
4. Flexibility and Radical Transparency

5 CLIENT APPROVALS AND REGULATIONS

5.1 CLIENT APPROVALS AND PREROGATIVES

The following Client approvals and prerogatives are required:

- Final determination of eligibility criteria, range of award amounts, application design, and grantmaking process will be approved solely by OSCAR
- The grantmaking manual must be approved by OSCAR before it may be implemented.
- The outreach and engagement plan must be approved by OSCAR before it may be implemented.
- The capacity building plan must be approved by OSCAR before it may be implemented.
- All awards require OSCAR's written approval before they are made. No funds may be distributed without OSCAR's and the Board of County Commissioners written approval.
- All fund distributions require OSCAR's written approval before they may be made.

6 TYPES OF GRANTS

The project shall utilize either cost-reimbursement (CR) grants (or fixed-amount (FA) grants. The project will determine the appropriate grant type based on the proposed grant program, budget, and pre-award risk assessment.

6.1 COST-REIMBURSEMENT (CR) GRANTS

A CR grant reimburses the grantee based on actual costs incurred. The grantee submits monthly invoices for actual costs incurred and recorded, and is eligible for advance payments, provided the financial systems are adequate to track and liquidate advance payments. These costs must be allowable per the terms of the prime award and are subject to audit by the project and the Client, and therefore cost-reimbursement grantees must have sufficient financial management capacity and cost accounting systems and standards that are compliant with U.S. accounting best practices.

Programmatically, a CR grant defines broad, program objectives for the grantee and requires program reporting on an ongoing basis (usually monthly or quarterly).

CR grants are suitable under the following circumstances:

- PAA has revealed that the grantee possesses the required systems and capacity to manage a CR grant.
- The program objectives are broad and cannot be defined in terms of specific deliverables, outcomes, or milestones.

- Costs of performance cannot be determined with sufficient accuracy and reasonable certainty to establish fixed-amount payments.
- Costs of performance exceeds the Client's threshold for FA subawards or grants, if applicable.

6.2 FIXED AMOUNT (FA) GRANTS

FA grants are suitable mechanisms for any grantee (low or high capacity) when the expected outcomes, milestones and cost per milestone can be determined with reasonable certainty. They are performance-based grants with clear deliverables and milestones, and payments are tied to the achievement of each milestone/deliverable. Since payments are fixed and contingent on the milestone/deliverable completion, the actual costs incurred are not auditable by the projector the Client, and the grantee is not required to submit expense documentation. However, the project should use the applicable cost principles as a guide when negotiating the budget and fixed payment amounts.

The PAA will indicate whether the proposed grantee has the organizational and financial capacity and systems to manage a higher-risk, CR grant. If they do not, then an FA grant is a desirable mechanism to use, as it can ensure the use of well-positioned, low-capacity grantees and optimize performance while limiting the financial requirements incumbent on cost-reimbursement grants.

FA grants are suitable under any of the following circumstances, and limitations:

- The grant objectives can be defined in terms of specific deliverables, outcomes, or milestones, and each deliverable, outcome, or milestone can be costed out on a fixed-amount basis with reasonable certainty.
- PAA has revealed that a low-capacity grantee does not possess the required systems and capacity to manage a cost-reimbursement award. For example, if the PAA indicates a high-risk rating in the areas of cost accounting, payroll management, and/or property management, the project should consider a FA grant, provided that each deliverable, outcome, or milestone can be costed out on a fixed-amount basis with reasonable certainty.
- The total amount of the FA grant does not exceed the Client's threshold for FA grants, if applicable.

FA grants generally require more discussion during the pre-award stage to negotiate the SOW, work plan, milestones, budget and cost per milestone, timeline, and verification method for the milestones. However, that up-front work is offset by a reduced administrative burden and a focus on program performance and results, and therefore can be a useful mechanism when applicable.

6.3 GRANT TIER STRUCTURE

As recommended by Collaboration Creation Committee, and approved by Boulder County Commissioners on 7/8/2025:

The BCEF has two funding tiers:

- A. Tier 1 - "Community Root" Grants ranging from \$5,000 to \$50,000 meant to support early-stage or smaller-scale projects that aim to test ideas, build community partnerships, or launch pilot programs. These projects can be implemented by informal groups.
- B. Tier 2 - "Community Reach" Grants ranging from \$50,000 to \$1,000,000 meant to fund more established projects or start up initiatives that have already been developed but

need funds to execute or continue. These projects involve greater investment and can demonstrate readiness to manage and scale impact and partnership. The full tier structure, including eligible entities and number of award caps for the pilot cycle can be found in Appendix E.

6.4 GRANT TYPES FIGURES

The following Figure 5 illustrates features distinguishing each grant mechanism.

Figure 5: Grant Mechanism Comparisons

Features/Type	CR Grant	FA Grant
Maximum grant amount	<ul style="list-style-type: none"> • N See 6.3 	<ul style="list-style-type: none"> • Client's applicable threshold
Competition requirements	<ul style="list-style-type: none"> • Apply 	<ul style="list-style-type: none"> • Apply
Payment basis	<ul style="list-style-type: none"> • Advance payments (if eligible) and cost reimbursement 	<ul style="list-style-type: none"> • Fixed payments for achievement of milestones
Advance payments	<ul style="list-style-type: none"> • Allowed 	<ul style="list-style-type: none"> • Allowed, through payment schedule
Indirect costs	<ul style="list-style-type: none"> • Allowed 	<ul style="list-style-type: none"> • Allowed (embedded in fixed payments)
Equipment	<ul style="list-style-type: none"> • Allowed 	<ul style="list-style-type: none"> • Allowed
Restrictions on costs	<ul style="list-style-type: none"> • Allowable costs per the budget, applicable cost principles, and grant terms. 	<ul style="list-style-type: none"> • Milestone budgets and payments are negotiated using the applicable cost principles as a guide.
Regulations and certifications	<ul style="list-style-type: none"> • Client flow-down regulations, grant terms, and required certifications 	<ul style="list-style-type: none"> • Client flow-down regulations, grant terms, and required certifications
Audit	<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Verification of milestones achieved
Record retention	<ul style="list-style-type: none"> • Grantee required to keep records for seven years after submission of final reports 	<ul style="list-style-type: none"> • Grantee required to keep records for seven years after submission of final report or final deliverable/milestone

7 ROLES AND RESPONSIBILITIES

Grants management responsibilities cut across a wide range of functional areas, requiring the involvement of not only grants-dedicated staff but also technical, finance and operations, capacity development, and MERL staff. For each grantee, the project will assign a grants management team of key individuals, across functional domains, in charge of monitoring various aspects of the grant including cost accounting, financial management and cost control, grant award compliance, program implementation, and MERL and data reporting. Each grantee will identify a primary program management staff point person in charge of overseeing implementation of the grant program and overall compliance.

Figure 6 describes possible project positions and responsibilities for managing the project's grants program.

Figure 6: Roles and Responsibilities	
Suggested Roles	Responsibilities
Project Director	<ul style="list-style-type: none"> • The Project Director has overall management duties. • Responsible for overall adherence to Client and contractual requirements, including granting approvals, meeting project/grant program deliverables, and remaining within grant program budgetary limits. • Provides leadership and coordination in communicating grants program vision and objectives to staff, ensures it is in line with the technical objectives of the project. • In partnership with client, develops RFAs and coordinates the evaluation process. • Oversees MERL plans and indicators for performance, building MERL capacity of grantee as needed. • Reviews program performance reports, ensuring achievement of benchmarks per stated work plans.
Senior Facilitator	<ul style="list-style-type: none"> • Designs, recruits, and facilitates participatory committees, including steering committee and/or evaluation committee • Identifies organizational and technical capacity development needs of the grantee. Based on assessment of organization and technical capacity needed, provides assistance to grantees via technical staff. • Leads community engagement planning and execution, including outreach events, office hours, and other touchpoints as relevant
Grants Manager	<ul style="list-style-type: none"> • Oversees landscape analysis to inform program design • Acts as main point of contact for grants. • Ensures coordination of project financial/administrative and technical teams. • Manages and oversees grant activities. • Works with various project staff to implement the grants program. • Provides and coordinates capacity development to grantees. • Ensures that the project and grantees comply with the project and Client rules and regulations. • Identifies and solves challenges in grant implementation. • Informs core client team of any issues or concerns immediately • Works with the technical team on programmatic aspects of the grant program. • Assists MERL staff in monitoring and evaluating the grantee performance. • Conducts site visits to grantees. • Develops resources and guidelines for grantees. • Facilitates workshops for applicants to support the application process, and for grantees to support grants management capacity building • Organizes grants program-related meetings and conferences. • Coordinates direct procurement for the grantees, if any. • In collaboration with Senior Facilitator, identifies capacity building needs of the grantee in order to link with appropriate technical staff to address these. • Coordinates and manages the grantee closeout process.
Finance Manager	<ul style="list-style-type: none"> • Tracks and manages financial aspect of grants. • Reviews monthly grantee expenditure reports and provides feedback to grantees. • Provides capacity development to grantees on financial management and works to resolve any financial issues in coordination with the grants manager. • Processes and produces grants program financial reports.

Figure 6: Roles and Responsibilities	
Suggested Roles	Responsibilities
	<ul style="list-style-type: none"> • Ensures financial health of grants program. • Works with the grants manager to set up grants-related financial accounts.
Grants Assistant/ Project Coordinator	<ul style="list-style-type: none"> • Assists grants manager and finance manager to ensure timely linkages and feedback between technical input and grants management and reporting requirements. • Assists grants manager with the solicitation, evaluation and selection of grantees. • Provides administrative assistance relating to developing, issuing, awarding, and monitoring grants. • Maintains grant files.

8 OVERVIEW OF GRANTING PROCESS

The granting process includes four primary stages: Solicitation; Evaluation and Selection; Grant Award; and Grants Management. The following table outlines the competitive process for issuing grant awards.

As recommended by Collaboration Creation Committee, and approved by Boulder County Commissioners on 7/8/2025:

The BCEF granting process can be found in Appendix J.

9 GRANT SOLICITATION

9.1 SOLICITATION APPROACH

The project conducts competitive selection of grantees. Non-competitive selection is on an exceptional basis only with appropriate justification and approval or direction by the Client.

The project may decide to publicly issue a Request for Expressions of Interest (REOI), which requests applicants to summarize their proposed activities through a concept note and provide evidence of capacity in managing grants. The goal of the REOI process is to develop a shortlist of eligible grantees that possess the minimum programmatic and organizational capacity, and past performance, to implement the full scope of grant activities. EOIs will be evaluated based on the requirements and criteria established in the REOI. The Grants Manager will conduct a preliminary review of the EOIs for suitability and present a summary of qualified applicants to the Grants Evaluation and Selection Committee (GESC), for final short-listing. For those EOIs that are not rejected, the project may invite the applicants to participate in an Application Development Workshop (see below), or respond directly to a Request for Application (RFA).

If the project determines that an EOI process is not required to identify qualified grant applicants, they may move directly to the RFA stage. This could occur, for example, if the project and Client have identified qualified grant applicants in advance, given the anticipated scope of work and known number of qualified and eligible grantee organizations.

9.2 APPLICATION DEVELOPMENT WORKSHOP

The project may elect to conduct an application development workshop to assist potential grant applicants in developing formal applications in response to a Request for Application (RFA). This workshop may be particularly useful for eligible applicants that are unfamiliar with the rigors of a formal, application process. During this workshop, detailed instructions on application development as well as grant award management will be provided. All interested potential applicants will participate in the grants management workshop, which will clearly outline the project's expectations for grant-making and provide detailed guidance on management of the grant, including mentoring and capacity building plans, reporting and M&E requirements, and administrative, management and financial procedures.

9.3 REQUEST FOR APPLICATIONS (RFA)

An RFA describes the problem statement and scope of services requested and invites applicants to propose their own program and activities that address the problem and align with the scope of services and project objectives. An RFA establishes a standard application format and evaluation criteria to ensure all applications are reviewed and assessed in an equitable manner. In addition, the RFA should take into account project, contractual, budgetary, and Client requirements and indicate what terms and conditions will be contained within the grant award, for full transparency. It is important to provide sufficient details in the RFA to allow applicants to develop a responsive application that is potentially successful. A thoughtful and well-crafted RFA is more likely to produce responsive applications from qualified applicants.

9.4 APPLICATIONS

As recommended by Collaboration Creation Committee, and approved by Boulder County Commissioners on 7/8/2025:

Applications for the BCEF are tailored to each of the two tiers – with the application for Community Root Grants designed to be as low-barrier as possible in order to be accessible to informal community groups as well as registered grassroots organizations, and the applications for Community Reach Grants designed to gather a strong picture of the capacity and vision to actualize projects with a larger amount of funding (see Appendix F for each of the applications). The following considerations and guidelines influenced the design of the applications:

- **Clarity and Accessibility.** Each section of the application includes clear instructions (jargon-free) outlining the information required, along with word or paragraph limits to support clarity and ease of completion. Application can be submitted in written, video, audio, or hybrid format
- **Language Accessibility.** The Climate Equity Fund application is available in Spanish and can be translated into other languages upon request to ensure accessibility for all applicants.
- **Project examples.** Eligible projects may include, but are not limited to: community healing events, storytelling initiatives, climate education workshops, mutual aid programs, land or water restoration efforts, and youth-led climate action.
- **Templates.** The application provides templates for the timeline, budget, and any other additional tools. Templates are provided but applicants are welcome to use their own formats if readily available and preferred.

- **Glossary.** Definitions for terms such as community-centered, climate action, and frontline leadership, fiscal sponsorship, etc. are available in a glossary to support shared understanding.
- **Technical Assistance Resources & Support.** Support is available throughout the application process, with weekly virtual or in-person hours in multiple languages, application how-to videos, etc. Any technical data tools (such as the Colorado Enviroscreen tool is supported by ample instructional resources and pathways)
- **Feedback.** Applications include an optional feedback form post-submission so that the BCEF can iterate and improve.

10 GRANT EVALUATION AND SELECTION

10.1 EVALUATION AND SELECTION OVERVIEW

As recommended by Collaboration Creation Committee, and approved by Boulder County Commissioners on 7/8/2025:

The CCC outlined a participatory evaluation process with community members, inclusive of a customized grants selection process which can be found in Appendix J.

10.2 GRANTEE QUALIFICATIONS

As recommended by Collaboration Creation Committee, and approved by Boulder County Commissioners on 7/8/2025:

The CCC outlined eligible (and ineligible) entities (see Appendix D). To qualify for a grant under the project, the organization should, at a minimum by a locally-based¹, frontline**², community-led, and community-based organizations (CBOs), including:

- ✓ Nonprofits 501(c)(3) or fiscally-sponsored organizations
- ✓ Tribes and Tribal entities
- ✓ Mutual aid networks
- ✓ Neighborhood associations - mobile home parks, low-income housing, Boulder housing partners
- ✓ Resident-led initiatives
- ✓ Informal groups or coalitions without official nonprofit status or fiscal sponsorship are eligible to apply to Tier 1 only

¹ Locally-based means applicants are located within Boulder County

² Frontline communities are those that experience the most immediate and worst impacts of climate change and are most often communities of color, Indigenous, and low-income (Ecotrust Frontline Communities)

Entities ineligible to be a lead applicant, but eligible to partner/support a lead applicant in the project work:

- ✓ Universities
- ✓ Municipalities as well as county, state, and federal governments
- ✓ Individuals (without collaboration with others)
- ✓ For-profit businesses

Ineligible applicants include:

- ✓ Organizations that have an active grant with OSCAR
- ✓ Individuals applying as sole entities without collaborators

The project will undergo a due diligence process to ensure the proposed grantee is not suspended, debarred, or included on any excluded parties lists. Grants Evaluation and Selection Committee (GESC)
The project will establish a GESC to ensure transparency and equity in grant application evaluations.

As recommended by Collaboration Creation Committee, and approved by Boulder County Commissioners on 7/8/2025:

For BCEF, a Community Evaluation Committee (“CEC”) will act as the GESC. The CEC plays a key role in reviewing applications submitted to the Boulder Climate Equity Fund (BCEF). This group of community members will read, score, and discuss proposals, bringing their lived experience and local knowledge into the decision-making process. Their recommendations will help guide funding toward projects that reflect climate justice values, support equity, and strengthen resilience in Boulder County’s frontline communities. The CEC overview, objective, composition, roles and responsibilities, evaluation process and steps, recruitment process, selection process, considerations, and timeline for the 2025 pilot cycle of the BCEF can be found in Appendix H. The CCC also informed a customized COI process for the BCEF that can be found in Appendix I.

10.3 GRANT APPLICATION EVALUATION

As recommended by Collaboration Creation Committee, and approved by Boulder County Commissioners on 7/8/2025:

The specific evaluation criteria for the BCEF applications were influenced by input from the CCC and can be found in Appendix G.

10.4 SELECTION FOR PAA

Once a recommendation for potential funding is made during the initial evaluation process, the project must conduct a PAA of pre-selected applicants to assess risk and to further verify the applicant’s capabilities to fulfill what has been proposed in their application and responsibly manage grant funds in accordance with the grant award terms and conditions. Time must be built into the review process in order to conduct a PAA for all selected grantees. The PAA will look at a number of areas, including organizational status and structure, management systems, financial management and cost accounting

systems, human resources, and program and performance management systems. This process can take the form of a desk review or an on-site review of applicant's system, documentation, and staff interviews. It is important that the applicant understand that a pre-award assessment is not a guarantee of funding; rather, it is used to inform the project whether or not it will ultimately fund the applicant and any risk mitigation measures to put in place should a grant award be recommended. For applicants with little experience implementing under Client awards, an on-site visit is recommended, pending any geographic limitations.

Specifically, through the PAA the project will:

- Ensure the organization has acceptable financial and accounting systems and internal controls in place that at a minimum provide for accurate, timely, and complete disclosure of all receipts and expenditures;
- Ensure the organization has sufficient technical expertise and capacity to implement programming as indicated in the application scope of work;
- Determine that the applicant has adequate financial resources, or the ability to obtain such resources, as may be required during the performance of the award;
- Determine that the applicant has the ability to comply with the award, taking into consideration any other existing applicant commitments;
- Determine that the applicant has a satisfactory record of performance;
- Determine that the applicant has a satisfactory record of integrity and business;
- Determine that the applicant is otherwise qualified to receive an award under applicable laws/regulations; and,
- Determine that the applicant exists as a going concern and has no legal suits or litigation against it.

The results from the PAA will (1) determine if the applicant will be awarded with a grant, (2) determine if there are any pre-award conditions that must be met prior to signing an award, and (3) inform any specific conditions of the grant award, should the applicant be chosen for funding. For example, if the PAA determines that the grantee needs additional oversight and capacity building for financial reporting, the frequency of site visits should be increased, or full expense documentation may be required and included as specific condition in the grant award. Other possible specific conditions that may be imposed on a grantee include:

- Requiring payments as reimbursements rather than advance payments;
- Withholding authority to proceed to the next phase of the work plan until receipt of evidence of acceptable performance within a given period of performance;
- Requiring additional, more detailed financial reports;
- Requiring additional project monitoring;
- Requiring additional technical or management assistance; and,
- Establishing additional prior approvals

10.5 FINAL REVIEW AND SELECTION

The grants staff will submit a report to members of the GESC which documents the outcome of the PAA. This should confirm that the evaluation of the application is consistent with the findings of the PAA, further validating the evaluation or highlighting areas of question or concern. If the applicant is recommended for a grant award, a smaller subset of the GESC will be called to inform subsequent

project-grantee negotiations and grant award development, and should consist of the discussion and documentation of:

- The application evaluation and PAA outcome;
- Action points to address regarding the application before signing the grant award;
- Action points / requirements to include in the grant award specific to the grantee; and,
- An understanding and documentation of the application and organization strengths and weaknesses.

10.6 CLIENT APPROVAL

As applicable, the project will prepare a request for grant approval, in accordance with Client requirements, and submit to the Client for approval. If the CO has authority to approval, the project will first seek concurrence from the COR, to ensure the COR agrees with the selection or has the opportunity to raise any concerns with the selected grantee, before submitting to the CO for approval. If the COR is delegated authority to approve the grant, the project should seek concurrence from the COR before submitting the formal request for approval to the COR.

11 GRANTS MANAGEMENT – ADMINISTRATION

11.1 GRANTS AWARD DEVELOPMENT

The following details the necessary steps, requirements and guidance to be considered in developing and signing a grant award once the evaluation process is complete and documented and Client approval received. In order to build a successful partnership, the project should take into account that grantees may require guidance to fully understand the terms and conditions of their grants (e.g., grantees unfamiliar with a FA grant instrument). This can be discussed during the grantee's orientation session. Furthermore, the Project Director must maintain constant communication and coordinate with the Client, as necessary, on grants management tasks during all phases of grants management.

The following steps should be followed to further develop and execute specific grant awards. Several stages may happen concurrently and the process should remain flexible to accommodate any circumstances that arise.

1. **Notify Successful Applicants:** The Grants Manager will inform successful applicants indicating that their application has been preliminarily approved, subject to grant award negotiation.
2. **Develop Grant Award:** Identify the appropriate grant type (CR or FA) and prepare the grant award draft based on the grantee's application. Review the PAA for any specific conditions identified during the review and incorporate into the grant award.
3. **Negotiate and Sign the Grant Award Terms:** The Grants Manager or other designee will work with each grantee to finalize the grant award.
4. **Maintain Award Files:** All documentation and correspondence relating to the grant award (including solicitation) will be placed in each grantee's individual file. An auditor or other third party should understand the grant award process without additional verbal or written explanation.
5. **Notify Unsuccessful Applicants:** A notification is sent to the unsuccessful applicants, providing minimum detail, to recognize their effort on the application and to inform them of the decision.

to not award a grant. This should only be done after all grant awards have been signed for that particular grant round.

11.2 GRANTS ORIENTATION

After a grant award is signed, the project should hold a Grants Management Orientation session with selected grantees to ensure a common understanding of grant requirements, oversight, and monitoring. The Orientation session will:

- Provide a forum to establish a relationship between the project and grantee staff members;
- Assist grantees to set up their grant systems to meet programmatic, financial and administrative requirements;
- Discuss and reinforce project and Client requirements;
- Review the grant award requirements, terms and conditions and discuss any questions or comments that may arise;
- Review expectations for financial management, accounting, invoicing, and documentation review;
- Share expectations between the project and grantee related to grant management and implementation. Importantly, the grantee must understand they are to communicate only with the project and not directly with the Client;
- Review proposed schedule for on-site visits and implementation site visits, as practical; and,
- Provide overview of project's expectations on ethics, fraud, and safeguarding. All grantees will be required to adhere to these standards related to conflict of interest, fraud, whistleblower policy, how to report ethics violations and fraud concerns, and safeguarding against exploitation, sexual abuse, child abuse, and child neglect.

11.3 PROJECT GRANT FILES

For each grant award, the project should maintain soft copy files (or hard copies, when soft copies are unavailable) of all relevant documentation related to grantee selection, grant administration and implementation, and grant closeout. The grant files would generally contain the following documentation, as applicable per the grant mechanism:

1. Overall grants program files

- Grants Manual
- Solicitation, evaluation and selection files
- REOI and RFA for each grant round and accompanying documentation (expressions of interest, advertisements, received applications, evaluation documentation, etc.)
- Applications
- Approvals

2. Individual grantee documents

a. Administrative Documents

- Grant application
- Pre-award assessment, documentation and results
- Evaluation and Selection documentation

- Client approval
- Signed grant award
- Signed modifications and associated documents, if applicable
- Relevant project and grantee correspondence
- Grantee Monitoring Plan

b. Financial Documents

- Financial action items for pre-award conditions, as applicable
- Bank account information
- Approved budget
- Grantee financial reports
- Payment forms (invoices, milestone payment requests, advances and reconciliations, reimbursement documentation)
- Supporting documentation (as applicable)

c. Programmatic (including MERL) Documents

- Technical action items for pre-award conditions, as applicable
- Work plan
- Grantee technical reports, deliverables or milestones
- Monitoring and evaluation reports
- Impact assessments, if applicable

11.4 GRANTEE MONITORING PLAN

Projects should develop a Grantee Monitoring Plan to document oversight and monitoring of the grants program, given the size and importance of the program under the prime award. JSI will determine monitoring requirements for each Project through a risk-based analysis according to JSI's internal processes.

11.5 PROPERTY MANAGEMENT AND REPORTING

If a grant award involves purchase of property, those grantees are required to maintain property records and maintenance procedures in accordance with the terms of the grant award. Grants staff should review the property reporting requirements, and thresholds for property disposition at grant closeout, with grantee staff, to ensure all Client-funded property is managed in accordance with the Client's terms and governing regulation, and property inventory logs are prepared by the grantee and available for review by project staff during site visits or upon request.

11.6 CODE OF CONDUCT

Grantees must be oriented in ethics and fraud mitigation and reporting in accordance with the following standards:

Conflict of Interest: Grantees must act in a manner consistent with their official responsibilities. Grantee staff, members of their immediate family, their spouse or partner or friend must not have any affiliation or interest that might prejudice, or be seen to prejudice, the grantee's impartiality in decisions related to its official responsibilities.

Fraud: Fraud is the intentional deception to deprive the project unlawfully of something of value or to secure something for individual benefit, privilege, allowance or consideration. Examples of fraud include, but are not limited to, product substitution, billing for services not rendered, theft of materials, overcharging of products and labor, kickbacks, bribes, bid rigging and conflict of interest.

The project adheres to a zero-tolerance policy of fraud. Grantees must conduct themselves in an ethical manner and must exercise due diligence to prevent and detect fraud, and other criminal or unethical conduct. Fraud committed by grantees can lead to any combination of disciplinary action, criminal prosecution, withdrawal of all current and future funding, reimbursement of funds expended, fines and closure of grants.

Fraud Reporting: When unethical behavior is observed but not reported, that also is fraud. Grantees must comply with the terms of their grant award and disclose, in a timely manner, all violations of Federal or State criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award to the project. The project will notify the Client.

Trafficking in Persons: Grantees must comply with the terms of their grant award governing anti-trafficking. Grantees and their employees, subcontractors, and subcontractor employees are prohibited from engaging in trafficking in persons, procurement of commercial sex acts, use of forced labor, and other acts that directly support or advance trafficking in persons. Grantee must immediately report to the project any information obtained that alleges that any employee, subcontractor, or subcontractor employee has engaged in trafficking in persons, procured commercial sex acts, or used forced labor in the performance of this subaward.

Safeguarding: Grantees must comply with the terms of their grant award governing safeguarding standards of behavior. Grantees and their employees, agents, interns, or any other person provided access or contact with beneficiaries, are prohibited from engaging in any exploitation, sexual abuse, child abuse, and child neglect, supporting or advancing these actions, or intentionally ignoring or failing to act upon allegations of these actions. Grantees must immediately report to the project any allegations of exploitation, sexual abuse, child abuse, or child neglect.

Discrimination: Grantees shall not exclude, deny benefits to, or otherwise discriminate against any of the intended beneficiaries of the program on the basis of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status.

Whistleblower Policy: The project requires the support of grantees to achieve compliance with laws and regulations. Alleged unlawful activity, policy, or practice should be brought directly to the attention of project management for appropriate investigation to take place.

The grantee or project will not retaliate against any individual who, in good faith, discloses or threatens to disclose, has made a protest or raised a complaint against some practice of the grantee, or of another individual or entity with whom the grantee has a business relationship, inclusive of governmental or non-governmental, on the basis of a reasonable belief that the practice is fraudulent or in violation of law or a clear mandate of public policy concerning health, safety, welfare, or protection of the environment.

Funds may not be used for purposes that violate federal law.

12 GRANTS MANAGEMENT – PROGRAM MANAGEMENT AND REPORTING

12.1 PROGRAM REPORTING

The grant award must include all required program reporting in order to monitor the grantee's progress. Generally, progress reporting will include the following:

- Progress reports at a specified frequency (monthly or quarterly);
- Contributions to the project's quarterly and annual reports;
- Deliverable-specific reports or contributions, depending on scope of the grantees and project deliverables; and
- Deliverables and milestones, if implementing under an FA grant.

Progress reports will generally include:

- The main achievements of the grant during the specified time period;
- An explanation of any constraints or challenges;
- Progress against quantitative and qualitative targets, activities and milestones; and,
- Activities to be undertaken in the next reporting period.

The project should emphasize to grantees the importance of prompt reporting. If reporting is consistently late or unacceptable in quality, the project should consider withholding advances/reimbursements, or other disciplinary actions including suspension of grant activity.

Progress reports should be reviewed along with the financial reports or invoices for that period. Before accepting a financial report for processing, it is good practice for the finance team to liaise with the assigned program/technical project staff member to confirm that the grantee has performed to the required standards. If there are any concerns on performance, the project reserves the right to withhold payment, per the terms of the grant award, until the grantee provides an adequate response.

12.2 MONITORING AND EVALUATION PLANS

In the application phase, grantees should be asked to develop a monitoring and evaluation plan as part of their application. MERL plans provide written documentation of what the grantee intends to achieve and how specifically the grantee intends to measure and document achievements. The project should use the MERL plan, along with the grantee implementation plan and technical reporting, to track programmatic progress of the grant. In many cases, the grantee may need technical support to strengthen the MERL plan and develop it into a robust project monitoring tool. In addition to being a key source for tracking programmatic progress of the grant, it is also important for the project to view grantee MERL planning as a tool to develop a grantee's overall MERL system and capacity in the critical area of performance management. The applicant's MERL plan should be carefully reviewed at submission.

Grantee MERL plans typically include:

- Identification and quantification of main indicators/objectives to be achieved;
- Deliverables and key activities related to each indicator;
- Numerical targets;
- The type of data that must be collected;
- How the data will be collected (e.g., Demographic and Health Survey, baseline research, key-affected population study, routine data gathering); and,
- When the data will be collected.

Some grantees may need assistance in further developing or refining their MERL plans after the grant is awarded, depending on their level of experience. Grantee MERL plans should be as simple as possible. The project should verify that the grantee has the experience and skills to undertake the MERL activities required, and that MERL plans are not overly complicated and do not include unfeasible research.

To assist in reviewing grantee MERL plans, projects should consider the following points:

- Does the MERL plan cover the most important aspects of the program?
- Are indicators of success clear and numerically defined?
- Is the MERL plan as simple as possible?
- Is the plan feasible within the context and time frame of the program?
- Is the plan compatible and complimentary to the grantee's organizational MERL systems?
- Is the plan compatible with any corresponding MERL indicators (e.g., approved project indicators) as applicable?
- Does the grantee have access to the data, and skills to collect and analyze the data required in the MERL plan? If not, can the project help to develop these skills?
- Has the grantee identified the individual(s) who will implement the MERL plan and do they have the skills required to do so?

Project provision of periodic training in monitoring and evaluation is one way to provide additional technical support to grantees.

12.3 MONITORING SITE VISITS AND CAPACITY BUILDING

Routine site visits may be appropriate for grantees within geographic proximity of the project where travel is not cost prohibitive. Site visits provide for direct, on-site discussions with key grants staff on any performance deficiencies or areas of confusion, and review of documentation, to ensure the grantee is complying with the terms of the grant award. Site visits also allow for the identification of any gaps in programming or technical assistance needs, to inform ongoing capacity building endeavors. When not practical, on-site visits may be replaced with virtual meetings and desk reviews.

Program Monitoring Visits

When travel is practical, it is good practice for members of the grants management team (financial, grants, technical, and MERL staff) to conduct routine site visits to the grantee offices, to meet with program teams, management, and discuss any concerns regarding implementation of their scope. This is normally part of the PAA of the grantee and should continue throughout the project. Site visits are important not only to discuss implementation and performance, but also to conduct the necessary program compliance checks, such as those to ensure compliance with the Client's program compliance elements, as well as on-site reviews of documentation and systems.

The timing of routine monitoring site visits can vary widely, from one or more per quarter to at least once a year. During visits, project staff should review key documentation to identify any areas of deficiencies that require more effort on the part of the grantee or capacity building, including:

- Progress of work plan;
- Invoices, payment request, and inadequate expense documentation;
- Progress on the M&E plan;
- Most recent technical and financial reports;
- Status of any required project actions (e.g., approvals, report feedback); and,
- Any previous monitoring visit reports or checklists.

The project staff person(s) making the visit should be familiar with issues related to the technical and/or financial aspects of the grant (as appropriate for the scope of the visit). It can be very discouraging to grantees to be monitored by someone who does not know the background of their grant, and cannot answer their questions or address their urgent needs.

Aside from reviewing key grant documentation as noted above, monitoring visits generally include:

- Review of project progress, reporting, data accuracy, and any issues with grant senior staff;
- Courtesy calls or meetings with local stakeholders; and,
- Field visits to actual service sites and discussions with a sample of service providers, community volunteers, and/or clients.

For low-capacity grantees, this is also an occasion to work with the grantee's program, operations, and management teams to build their capacity in those deficient areas identified during the PAA process. Through an emphasis on trust, collaboration, and partnership, the project should approach capacity development holistically and build strong relationships with all grantees to promote accountability, transparency, and local ownership. Sustainable capacity development is a collaborative process requiring time, commitment, and mutual respect; thus, the project must be deliberate in its approach to capacity development and budget funds and time accordingly.

Technical Assistance Visits

Technical assistance (TA) visits are slightly different from program monitoring visits, although the two can be combined. Usually, they are longer than monitoring visits and typically involve some on-site training or on-the-job mentoring. Ideally, technical assistance needs are identified jointly by grantee staff and project staff. Since, potentially, most grantees may need a lot of TA, the project must prioritize needs, and focus on the most urgent ones. Usually, a technical specialist, either from the country or from headquarters, undertakes TA, and topics are specific (e.g., data collection, breast feeding, community mobilization, work plan budgeting, procurement).

12.4 ASSESSMENTS

Assessments of the grantee—related to technical, financial, or other capacity development needs—may be conducted at different points during the life of the grant, as needed and determined by the project. PAAs are conducted to determine the grantee's capacity to manage the grant funds and develop into responsible stewards of future Client funding. In addition to that assessment, the project may conduct additional reviews of grantees during project implementation. These assessments may be:

- Conducted before or during the implementation of a grant award;
- Performed by the project to determine grantee strengths and areas for organizational and technical improvement for continuing implementation;
- Used to check on grantee organizational, technical, and financial systems and implementation and assess improvement over time; or,
- An opportunity to follow-up on red flags that have been raised in review of grantee reporting that necessitate a closer look at grantee systems.

Below are descriptions of three types of assessments often used by projects to inform capacity building efforts between the project and the grantee.

The organizational capacity assessment (OCA) is a participatory tool between the project and the grantee that measures the grantee's organizational and technical performance benchmarks, identifies training needs and ongoing coaching and mentoring, engages partners in collaborative operational discussions to address gaps, and serves as a compass for planning and remedial actions when performance benchmarks are not met. The OCA should be tailored to the organization based upon the pre-award assessment and grantee performance.

Financial reviews can be conducted throughout the life of the grant on an as-needed basis. Financial reviews often are used when a grantee does not exceed the threshold for a formal audit and the project determines a need to review grantee finances in more detail. Gaps identified during the financial reviews are flagged for additional training and mentoring (as needed) jointly with the grants management team.

Technical capacity assessment (TCA) provides a more in-depth understanding of the grantee's technical strengths and gaps. Similar to the OCA, the TCA is a self-assessment tool that is applied by the grantee and facilitated by the project. Findings from the TCA result in an action plan that is monitored by the grantee and project's technical teams to ensure programs adhere to national and international guidelines and protocols and meet the needs of the intended communities and beneficiaries.

12.5 PERFORMANCE MANAGEMENT

If the grantee has consistently under-performed against the expectations of the project, as established in their SOW, the project should consider putting the grantees on a performance improvement plan (PIP). The PIP must clearly indicate the following:

- Areas where performance is lacking;
- Previous correspondence communicating under-performance;
- Specific objectives and milestones for the grantee to achieve to move off the PIP;
- Clear timelines for performance improvement;
- Reference to the grant award clauses, where applicable; and,
- Corrective actions to be taken should the grantee fail to improve performance.

Corrective actions may include a suspension or stop-work order or possible termination. It is critical for staff assigned to a specific grantee to document all instances of under-performance or non-compliance with the grant award or project instructions. A lack of such documentation makes it difficult to come to terms with the grantee on performance issues and move forward with suspension or termination, as necessary.

13 GRANTS MANAGEMENT - FINANCIAL

13.1 GRANTEE FINANCIAL MANAGEMENT SYSTEMS

The use of funds should be closely monitored to ensure that grantees comply with project and Client requirements. The project is responsible for tracking all grant finances. Each grantee should have their own financial systems in place to provide for adequate accounting, financial monitoring, auditing, and financial reporting of grant funding. In order to ensure effective grant financial management, the project should:

- Inform and educate grantees on grant award responsibilities and project expectations;
- Ensure that grantee senior management understands its fiduciary responsibilities;
- Ensure that the grantee complies with financial requirements stipulated in the grant award;
- Monitor financial status of grants; and,
- Provide assistance to grantees as needed to improve their financial systems.

The project should not expect or require that grantees have perfect financial management systems in place to receive project grant funding. However, the project should note which grantees have financial management systems in need of improvement. This could be noted as early as the application process, during PAA, during an OCA, or during a site visit once grant implementation is underway. An emphasis should be placed on improving these systems.

The following features are indicative of an adequate grantee financial system. The project should work with the grantee to achieve the following if not initially met:

- Accurate, current, and complete disclosure of grant award finances in accordance with the reporting requirements in the grant award and any included provisions;
- Records that identify the source and expenditure of funds for grant activities;
- Effective control over and accountability for all funds, property, and other assets. This includes safeguarding of assets and ensuring they are used solely for authorized purposes;
- Comparison of actual expenditures with budget amounts. Use of financial information related to performance where appropriate;
- Procedures to minimize the time elapsing between the transfer of funds from the project and the disbursement by the grantee;
- Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the grant award;
- Accounting records, supported by documentation, that at a minimum identify, segregate, accumulate, and record all costs incurred and which fully disclose the amounts and expenditures by the grantee

13.2 GRANT BUDGET OBLIGATIONS

The project will provide incremental funding, or obligated amounts for spending, to the grantee. These obligations are typically issued on a quarterly basis and ensure that the grantee is spending in accordance with its approved budget. Obligations are financial management tools that ensure that the

project does not over-obligate funds. Obligations should initially be calculated based on the grantee's approved budget.

Finance staff should determine reasonable initial and subsequent obligation amounts for each grantee depending on the following factors:

- **Project obligation:** Obligation amounts should consider the project's obligation amount (percentage of total budget) and intended duration. Grantees should typically not be obligated more than a similar percentage of the project's obligation unless there are extenuating circumstances (for example, the grant time period is particularly short and the ceiling is low).
- **Grantee financial management:** If the project determines that the organization needs improvement in financial management, the obligations should be administered in frequent, smaller amounts until the organization improves in this area.
- **Timeframe of activities:** Obligation amounts should take into account whether any large-scale grantee activities are to be performed within a specific timeframe. Grantee work plans and budgets can be used to determine these amounts.

13.3 FINANCIAL REVIEWS

The project can conduct financial reviews of the grantee at any time. The review can be as simple as an examination of all or a sample of transactions related to a grant, or can be as thorough as a complete financial systems review. This can be established as part of the routine monitoring site visits or performed on an as needed basis (if for instance there are any red flags).

The purpose of a financial review is to:

- Ensure that the grantee is properly expending and accounting for grant funds;
- Follow-up on any inconsistencies in grantee financial reporting;
- Review overall systems and improvements;
- Investigate suspected indiscretions; and,
- Provide opportunities for ongoing capacity building of grantees

Financial review findings are also often helpful in guiding ongoing capacity building of grantee financial management systems. The outcome of each review should be documented and shared with the grantee in a report/action plan that detail findings and suggestions for improvement.

13.4 ADVANCE PAYMENTS

Grantees may be eligible to receive advance payments. Advance payments are forward-funded cash payments made to a grantee before the grantee disburses the funds for program purposes.

In order to be eligible to receive advance payments, the grantee must meet the following minimum standards for fund control and accountability:

- The grantee maintains, or demonstrates the willingness to maintain, written procedures that minimize the time elapsing between the receipt of advance payments and disbursement by the grantee.

- Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the grantee. The project defines the “immediate cash requirements” as those required during a 30-day period, and therefore only monthly advances are permitted. The timing of advance payments must be as close as is administratively feasible to the actual disbursements by the grantee for direct program costs.
- The grantee must have a cost accounting system that can properly segregate and track advance payments and disbursements by cost objective (i.e., individual projects).
- If the grantee anticipates generating program income under the grant, it must disburse funds available from program income before requesting additional advance payments.
- The grantee must maintain advance payments in an interest-bearing bank account, unless any of the following apply:
 - The grantee receives less than \$250,000 in awards per year.
 - The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on advance payments balances.
 - The depository would require an average or minimum balance so high that it would not be feasible within the expected advance payments schedule.
 - An interest-bearing account is not readily accessible .

13.5 GRANT PAYMENTS AND DOCUMENTATION

Grant payments are made based on the grant type: CR or FA grant. Before payments or reimbursements are made, the project should take the following steps to ensure funds are distributed according to the grant award terms and the scope of work.

CR Grants

- Review the advance payment request. Ensure projections are in line with budget and work plan and all previous advances are reconciled before additional funding is given.
- Review the expense/advance liquidation report. Technical and financial staff should work together to verify expenses are in line with line items and scope of work detailed in the grant award.
- Ensure that the expenses are supported by grantee documentation. This can be completed through periodic on-site review of documentation or verification of receipts submitted with expense reports.
- Ensure grantee costs are in accordance with the grant award terms.

FA Grants

- Review and approve the grantee’s deliverables/milestones payment schedule. This schedule links payments to specific deliverables or milestones and establishes evidence/documentation of milestone completion, which the grantee must submit along with the payment request, to document completion.
- Verify the completion of deliverables or milestones. Ensure that the achievement of deliverables is supported by grantee documentation and/or certification. It is suggested that the project take

steps to verify the completion of deliverables independently; this expectation can be made clear to the grantee in the grant award. Accordingly, payments may be suspended if deliverables are not completed. It is important that financial and technical staff work together to ensure that deliverables are met before payment is made.

Documentation for Payment

The documentation required for payment is different for each type of grant. The table below lists the documents required and review criteria for each type.

CR Grant	
<div><u>Documents Required</u><ul style="list-style-type: none">• Grantee financial report• Advance request• Receipts/expense documentation (if applicable)</div>	<div><u>Review Criteria</u><ul style="list-style-type: none">• Ensure costs are allowable and in line with budgeted line items.• Reviewed by technical staff to ensure that costs are in line with scope of work.• If issuing an advance, ensure that there is not a significant amount of available funds in grantee bank account from previous advance.• Expense report amount was not significantly higher or lower than previous advance request.• Ensure approval for international travel and/or procurement of equipment.</div>
FA Grant	
<div><u>Documents Required</u><ul style="list-style-type: none">• Milestone certification and evidence of completion• Invoice for payment</div>	<div><u>Review Criteria</u><ul style="list-style-type: none">• Milestones have been achieved.• Documentation reviewed by technical and MERL staff to ensure that the work was completed to expectation• Deliverables approved by appropriate staff.</div>

14 GRANT CLOSEOUT

An efficient closeout of any grant requires advance planning and preparation. The project should begin preparations for grant closeout at least six months before the end of the grant award, and review all closeout requirements, action items, and closeout schedule with the grantee’s management team during one of the on-site visits, or through a designated closeout meeting. All grants must be completely closed out within six months of the project end date.

Key closeout actions for respective project, functional staff overseeing the grant are included below. This is not a chronological list of closeout items and the grants staff should develop a closeout schedule for each grantee, to be maintained and tracked, to ensure a smooth and efficient close out of the grant award.

14.1 PROGRAM/TECHNICAL

Program and MERL staff assigned to monitor each grantee must review the program and technical reports and deliverables in the grant award and follow up with the grantee early during closeout preparations to ensure any issues with submitted reports and deliverables are addressed and that the grantee is aware of the timelines for submission of final deliverables and reports. This includes progress toward indicators and targets included in a grantee's or project's MERL plan.

14.2 ADMINISTRATION

Notification of Closeout

The project should send each grantee a letter notifying them of closeout at least three months before the end date of the grant award. The closeout notification should clearly stipulate any upcoming administrative, financial, and programmatic reports and deliverables due before closeout and timelines for submission.

Documentation and Records Retention

Grants management staff must review the grant award to ensure all deliverable requirements have been met, and follow up with key functional grantee liaisons in program, MERL, and finance. It is important to remind the grantee that per the terms of the award, all records related to the grant must be retained by the grantee for a period of seven years after submission of their final expenditure/ payment report, in the event of projector Client audit.

Property Reports and Disposition Instructions

Grants staff should review the grantee's property inventory log and develop a plan for disposition. Consult the grant award and governing regulation to determine the types of property and dollar thresholds that require Client prior approval, if any. Ensure sufficient time to prepare the disposition request, review and approval by Client, and transfer of property and property title to the approved recipient.

Grant Closeout Modification and Release of Liability

Upon confirmation that all closeout actions have been completed, all deliverables and reports submitted and approved, and all financial reconciliations completed, grants staff must prepare a final closeout modification to the grant award, effectively closing out the grant and confirming completion of all actions by the grantee. The closeout modification will also include language on a Release of Liability.

14.3 FINANCIAL

Clearing Outstanding Advances and Expense Documentation

Clearing out grantee finances often takes the most time of any closeout action item, so grants and finance staff should begin this process early and meet with the grantee finance staff to review any missing documentation on questioned costs and timelines for closeout. If the grantee receives advance payments, all advances must be completely reconciled and missing expense documentation submitted and approved before final closeout of the grant. If the grantee remains with an unliquidated advance, it must be deposited into the project's account, in accordance with the terms of the grant award.

Final Invoice/Payment Request

Grants staff shall remind the grantee of the due date for the final invoice/financial report, or final payment request (under an FA grant). Closeout does not eliminate the responsibility of the grantee to return any funds due as a result of later corrections, refunds, or audit findings post-closeout.

Reduction of Ceiling and Obligation

Under a CR grant, once the grantee has reconciled all advance funding, or the final invoice is approved, project grants staff must reduce the obligated funding to the final total expenditures, through a de-obligation action in the final closeout grant modification. Under a FA grant, the closeout modification should indicate the final, total fixed amount paid under the award, based on approved deliverables and milestone, without any obligation for further payment.

APPENDIX A – COLLABORATIVE COCREATION COMMITTEE (“CCC”)

CCC Overview & Purpose

The BCEF is guided and led by the expertise of the communities it intends to serve, partly through the Collaborative Creation Committee. The CCC -- consisting of community advisors that represent Boulder County, engage in diverse environmental justice focus areas, and bring together community networks spanning from rural to remote to urban across Boulder County – was established in May 2025 to guide the strategy and design of the BCEF. Through a series of 6 meetings, the CCC advisors participated in the co-creation of the grantmaking processes and guided the launch of the pilot funding cycle, including input on the application, application evaluation criteria, community outreach approach, and funding distribution strategy.

CCC Role Description Shared with Nominees

Role Type:	Advisory (Non-Advocacy)
Compensation:	\$70/hour
Commitment:	4-6 meetings over 1-2 months
Location:	Virtual, In-Person, or Hybrid

Colorado communities face climate change impacts like reduced snowpack, earlier snowmelt, poor air quality, extreme weather, wildfires, and high heat. In response, Boulder County created the Sustainability Initiative in 2005 to reduce its environmental footprint and support residents, businesses, and employees. In 2020, it became the Office of Sustainability, Climate Action & Resilience (OSCAR), which now leads cross-departmental and community efforts to promote sustainability and resilience.

OSCAR has hired JSI to co-create, administer, and manage a new Boulder County climate equity fund and grant process to advance climate justice in frontline communities across Boulder County. JSI is a global nonprofit dedicated to improving lives through better health and education outcomes for individuals and communities, and with extensive experience in environmental health, grant making and community engagement.

We are thrilled to invite 6 passionate and rooted community members nominated by OSCAR and selected by JSI to join the Collaborative Creation Committee (CCC), a collaborative leadership group tasked with designing and identifying priorities for a community-led grantmaking process that will invest \$3 million into climate and health equity efforts across Boulder County.

As CCC member, you will play a key role in helping to shape recommendations on how resources might be allocated, which priorities could be considered for funding, and how the process can best reflect and serve communities most impacted by climate change. Your insight, experience, and leadership, in consultation and coordination with JSI and OSCAR, will culminate in a recommendation to the Board of County Commissioners for the design of this fund.

We are creating something that challenges traditional power dynamics in grantmaking by centering lived experience, local knowledge, and grassroots leadership, and we want you to be a part of it.

Overview

Boulder County residents care deeply about their communities. They step up, take action, and get involved in the decisions that shape local life. If you've been nominated to join the CCC, it is because you bring something valuable to the table, such as:

1. **Lived experience.** You have experienced firsthand, or have supported others through, climate change, environmental injustices, displacement, health inequities, or related community challenges.
2. **Community connection.** You are deeply connected to a place, culture, or group. Community knows you, trusts you, and turns to you to express shared concerns.
3. **Collaborative spirit.** You are open to working with people from different backgrounds. You listen with respect, share generously, and believe in collective problem-solving.
4. **Curiosity and openness.** You do not need to be an expert. What matters is that you bring your voice, your questions, and your willingness to grow and contribute.
5. **Grants Experience.** You have some level of experience in the grants process. Participatory grant making involves all of the above, and your knowledge here will be extremely valuable.

Your contributions will help:

- Define goals and values that reflect community needs and aspirations
- Identify funding priorities aligned with climate justice, resilience, and health
- Develop inclusive application processes that welcome diverse groups and projects
- Establish fair review and recommendation-making tools that reflect community's voice
- Guide how to define and measure success, and systematically map and prioritize the community ecosystem to align with grantmaking approach.

CCC Roles & Responsibilities

- Commit to 4 to 6 meetings (approximately 2 hours each) over 1 to 2 months
- Contribute 2 to 4 additional hours outside meetings
- Participate in working sessions to review, refine, and finalize grantmaking materials
- Help shape the grantmaking vision, funding priorities, and selection criteria for a \$3M community investment
- Collaborate on inclusive community outreach, ensuring that those most impacted are aware and supported in applying
- Promote a process that is community-centered, accessible, and equity-driven.
- Strengthen and identify connections with local leaders, organizations and partners.
- An hourly compensation rate that honors your time, voice, and lived expertise

Nomination Process

OSCAR will nominate 10 individuals to participate in the selection process to be part of CCC. JSI will invite nominees to participate in a selection process to identify the 6 CCC members. Our selection process will be conducted through an equity lens to ensure fairness, inclusivity and transparency at every stage.

1. Nomination: May 12, 2025

- OSCAR submit list of nominees
 - JSI to review the list of nominees with OSCAR
 - Learn about background, skills and expertise
 - Reach out to the nominator if we need to verify any details, gain a better understanding of the nomination, follow up, or gather additional information
2. Interview: May 16 - 20, 2025
- JSI invites nominees for a 30 minutes interview. Questions include:
 - i. Tell us about yourself and what motivates you to apply to the Collaborative Creation Committee. *Prompts to consider:*
 - What lived or professional experience do you bring to this space?
 - What matters most to you about climate or health equity?
 - What role do you see yourself playing in a group setting?
 - ii. What does climate action mean to you, and what does it look like in your community? *Prompts to consider:*
 - How is your community experiencing climate change today?
 - What solutions do you see being created, or missing?
 - How do culture, language, or identity shape climate action for you?
 - iii. Imagine an ideal grantmaking process—what does it look like to you, and what kinds of projects or people should it support? *Prompts to consider:*
 - What does transparency or fairness in funding mean to you?
 - Who do you think needs to be prioritized?
 - What types of projects would you like to see funded?
 - iv. How do you define equity, and where do you see inequities in your community related to the environment or climate? *Prompts to consider:*
 - Where do you see disparities in who is most affected by environmental or climate issues?
 - What systems, policies, or conditions drive these inequities?
 - How do you think equity can be integrated into decision-making?
 - v. How do equity, cultural responsiveness, racial justice, and community engagement show up in your work or life? *Prompts to consider:*
 - How do you engage with diverse communities or honor different cultural perspectives in your work or organizing?
 - What does racial justice mean to you in the context of climate or environmental work?
 - How do you build relationships and trust within your community?
 - What experiences have shaped your understanding of inclusive and just engagement?
 - Confirm date availability
 - Use the equity-centered CCC Selection Matrix
 - Follow-up email with next steps

Selection & Notification

- Based on the collective skills, perspectives, and experiences represented across the Matrix, JSI and OSCAR will select 6 CCC members. If there is a gap in the matrix from the original 10 nominees, JSI will interview additional nominees based on that missing perspective.
- Formal notification letter sent by JSI
- Share further information about the meeting and engagement.

Onboarding & Orientation: May 30, 2025, 11am – 1pm MT

In-person onboarding meeting includes:

- Welcome and introductions
- Overview of role, expectations, timeline, and grantmaking goals
- Training on participatory decision-making, climate equity lens, and facilitation basics

Co-Creation Meetings

- Onboarding May 30, 2025 11am - 1pm MT
- Meeting #1 Jun 6, 2025 11am - 1pm MT
- Meeting #2 Jun 11, 2025 11am - 1pm MT
- Meeting #3 Jun 18, 2025 11am - 1pm MT
- Meeting #4 Jun 23, 2025 4pm - 6pm MT (virtual)
- Meeting #5 Jun 27, 2025 1:30pm -2:30pm MT (virtual)

Selection of Collaborative Creation Committee

The goal was to identify and appoint 6 community-rooted advisors to join the CCC, ensuring diverse representation, lived experience, and alignment with the values of the participatory grantmaking initiative. The following outlines the selection process.

- OSCAR, with the help of additional community leaders, nominated 10 individuals in the community with diverse backgrounds, strengths, skillset, and experiences.
- JSI interviewed all nominees, using the CCC Selection Matrix as the basis of the conversation.
- The JSI interview team completed the Selection Matrix for each nominee, and reached a consensus on 6 advisors considering the comprehensive perspectives, background and skills of the entirety of the group.
- OSCAR approved of the advisors, JSI notified all interviewees of the decision.

Selection Matrix Criteria

Climate Action/Environmental Justice Experience

- Environmental Policy & Advocacy
- Community efforts to reduce climate impact

- Assisting communities in engaging with decision makers
- Data collection & assessment
- Disaster Resiliency

Equity Lens & Strengths

- Equity lens
- Racial Equity
- Community Engagement & outreach with DIC
- Cultural Humility & Responsiveness
- Language access
- Community trust-building
- Knowledge and present in the county
- Justice40 Implementation support

Grants Experience

- Grant Writing
- Proposal Review
- Grant management
- Grant Funding Identification & Navigation
- Project Designing
- Capacity Building & partnership building
- Needs Assessment
- Evaluation Design & Planning

Project Implementation Experience

- Financial Governance
- Program Management
- Evaluation and Monitoring
- Translation Services

Representation

- Municipality
- Lived experiences: frontline community leader, youth climate advocate, local practitioner, indigenous leader, elder, etc.
- DIC identity/ies
- Non-dominant language(s)

CCC Members

Name	Affiliation	Location
Daniela Uribe	City of Boulder; Center for Regenerative Solutions	Boulder, CO

Name	Affiliation	Location
Jovita Schiffer	Boulder Valley School District	Superior, CO
Jasmin Barco	CU Boulder	Thornton, CO
Katie Doyle Myers	Climate Justice Collaborative of Boulder County; Climate Justice Hive	Louisville, CO
Phaedra Pezzulo	CU Boulder; Once and Future Green	Boulder, CO
Rinchen Indya Love	FLOWS; Once and Future Green	Boulder, CO

CCC Meetings

CCC members held 6 meetings, with pre-work to prepare for meetings. Each meeting was facilitated by JSI with participation from an OSCAR representative on behalf of the County. The objectives of each meeting were as follows:

Onboarding Meeting: May 30, 2025

- Facilitate meaningful introductions among CCC members, OSCAR staff, and JSI to establish relationships and shared understanding.
- Clearly define and communicate the committee's purpose, scope, and organizational structure to ensure aligned expectations
- Establish and formalize internal rules and boundaries to guide effective collaboration and decision-making

Meeting #1: June 6, 2025: Framing Participatory Grantmaking, Grantmaking Values

Recommendation output(s): BCEF Grantmaking Values (Appendix B)

- Build shared understanding of the grantmaking process
- Agree upon mechanism for decision-making in the CCC: consensus vs. majority (or other)
- Define CCC group norms
- Define Grantmaking Values for the BCEF
- Begin shaping how and where to invest the first approximately \$3M in community grants (applicant eligibility)

Meeting #2: June 11, 2025: Building our structure

Recommendation output(s): Eligible Entities

Establish clear and transparent eligibility criteria for applicants that align with grantmaking values.

- Identify and describe distinct funding tiers (Seed, Growth, Maturity), including the funding range and scope of work for each tier.
- Collaboratively co-create an equitable application that reflects the grantmaking values and meets CCC expectations, that is accessible, user-friendly, and inclusive.

Meeting #3: June 18, 2025: Application

Recommendation output(s): Tier Structure

- Co-Creating an equitable and community-centered application aligned with CCC Grantmaking Values
- Review of application sections from an applicant's perspective
- Final recommendations to support applicants. Provide actionable recommendations to reduce barriers and enhance support for applicants throughout the application process, including technical assistance, flexible submission formats, and transparent communication.

Meeting #4: June 23, 2025: Community Evaluation Committee

Recommendation output(s): Applications, Evaluation Criteria, CEC Role Description

- Review and comment applications and scoring rubrics for Tiers
- Review the proposed Tier structure
- Co-create the CEC roles and responsibilities

Meeting #5: June 27, 2025: Final Recommendation

- Engage in reflective discussion to assess whether the proposed structures, values, and processes align with CCC's equity and community-centered vision, and identify any final areas for improvement.
- Provide a high-level overview of final program materials, including how feedback from CCC members, OSCAR staff, and legal reviewers has been integrated
- Surface final reflections and shared learning as we move into implementation, and build collective understanding of what success and accountability look like going forward

CCC Recommendation Products

The follow nine recommendation products are the outcomes from the CCC co-creation meetings in May and June 2025. These nine documents are the specific, customized grantmaking guidelines, processes, procedures for the BCEF, and can be found in the corresponding Appendices:

Appendix	Recommendation Product
B	Grantmaking Values
C	Eligible Projects
D	Eligible Entities & Screening
E	Tier Structure
F	Tier 1 Application Tier 2 Application
G	Evaluation Criteria
H	Community Evaluation Committee (CEC) Structure
I	Conflict of Interest Policy
J	Grants Selection Process

APPENDIX B – GRANTMAKING VALUES

1. Frontline Community-Led³ and Locally Rooted

Our community-led approach centers local leadership, knowledge, and decision-making.

- Boulder County consults with local climate justice organizations and community leaders to design the grant process.
- Decision-making power reflects those with lived experience, ensuring funding is shaped by those it's meant to support.
- We support a participatory grant selection process in which community members help determine who receives funding.

2. Grounded in Legacy and Prior Work

We honor the legacy and groundwork laid by previous community efforts. This approach recognizes that:

- Community engagement and feedback have already shaped valuable insights.
- We are not “starting from scratch,” but building on what exists, respecting previous efforts rather than duplicating them.
- Sustained change happens when we acknowledge and uplift the history of organizing, resilience, and innovation within the community.

3. Equity-Centered

Our work is grounded in equity, with an intentional focus on marginalized and frontline communities. This commitment includes:

- Boulder County's Racial Equity Commitment: [Policy 1.06](#)
- Prioritizing Justice40 principles by ensuring a significant share of resources reach communities most affected by injustice and disinvestment.
- Ensuring equitable representation, in grantee selection, staffing, and decision-making, based on identity, life experience, and community connection.
- Recognizing the difference between frontline-centered and frontline-led work, and choosing the latter: those affected should lead the work, not just be considered in it.

4. Flexibility and Radical Transparency

³For this grant program, “community-led” refers to community leaders and local organizations actively shaping and guiding the grant process. We acknowledge that this is ultimately a Commissioners-led initiative, with the Commissioners making the final decisions for this program.

We embrace flexibility in how funds are used, acknowledging that communities are best positioned to adapt and respond to evolving needs, especially during crises like COVID. Our approach is also defined by radical transparency, including:

- An accessible and supportive application process, with technical assistance (TA) available throughout.
- Clear, open communication about how decisions are made, including sharing outcomes from meetings with the broader community.
- A commitment to learning, adaptation, and trust-building over time.

APPENDIX C – ELIGIBLE PROJECTS

Projects funded by the Boulder Climate Equity Fund must:

- Be led by and primarily benefit “frontline communities”
 - Frontline communities are those that experience the most immediate and worst impacts of climate change and are most often communities of color, Indigenous, and low-income ([Ecotrust Frontline Communities](#))
- Center equity, justice, cultural or community strengths, and community support/partnerships
- Embody a commitment to climate action, especially related to reducing greenhouse gas emissions that create climate change
- Ensure that the majority of the community benefit and impact is in Boulder County
- Ensure that the majority of the project impact is toward frontline communities communities

Examples of Eligible Projects

Note: this list is not exhaustive, and it is only intended to provide examples of projects that are eligible. It is not intended to provide guidance on projects that are likely to be funded.

Areas	Project Examples
Healing & Cultural Connection	<p>Community healing events and cultural resilience practices: Circles, ceremonies, or spaces for collective processing of climate-related grief, trauma, or displacement, and seed-keeping, or land stewardship.</p> <p>Grief and resilience storytelling: Spaces where communities can process environmental loss, strength, resilience, and transformation through art, conversation, or cultural practice.</p>
Arts, Storytelling & Media	<p>Art-based climate justice projects: Murals, community theater, street art, or printmaking projects that explore local climate impacts and dreams for the future.</p> <p>Oral history & storytelling archives: Intergenerational projects that document lived experiences with environmental changes or activism.</p> <p>Community podcasts, radio, or digital storytelling: Platforms that uplift frontline voices and educate listeners on local climate justice efforts.</p>
Education & Youth Engagement	<p>Climate education workshops: Accessible learning spaces around environmental health, just transition, sustainability, and green practices.</p>

	<p>School or after-school garden projects: Integrating hands-on learning about soil, water, food, and sustainability.</p> <p>Youth-led climate clubs or campaigns: Organizing peer-led education, outreach, or advocacy on school campuses or in the broader community.</p>
Mutual Aid, Basic Needs & Climate Resilience	<p>Mutual aid and resource-sharing programs: Cooling kits, water distribution, emergency food, or energy assistance driven by community care.</p> <p>Disaster preparedness education: Trainings or toolkits that help communities plan for heat waves, wildfires, floods, or power outages.</p> <p>Resilience hubs or mobile units: Trusted neighborhood spaces (physical or mobile) that offer supplies, safety, and support in extreme climate events.</p>
Land, Air, Water, and Food Systems	<p>Neighborhood gardens and urban farms: Community-led green spaces that address food access, biodiversity, and neighborhood well-being.</p> <p>Watershed or creek cleanups: Projects to restore local water sources, remove trash, and replant native vegetation.</p> <p>Air quality education or monitoring: Community-driven data collection and advocacy around local pollution or wildfire smoke exposure.</p> <p>Pollinator pathways or native habitat planting: Restoring corridors for bees, butterflies, and birds to promote biodiversity.</p>
Mobility, Infrastructure & Built Environment	<p>Safe and active transportation efforts: Community bike rides, walk audits, transit equity campaigns, or bike repair clinics.</p> <p>Weatherization or home energy education: Outreach about heat pumps, insulation, and low-carbon home improvements for renters or low-income homeowners.</p> <p>Green infrastructure pilot projects: Community rain gardens, shade trees, or other neighborhood-scale climate adaptation efforts.</p>
Zero-Waste & Low-Carbon Living	<p>Repair cafes or tool libraries: Events or programs that encourage fixing and sharing items rather than throwing them away.</p> <p>Low-waste living workshops: Trainings in composting</p>

	Reusable material co-ops: Collective systems for sharing reusable dishes, event materials, or durable packaging.
Workforce & Economic Justice	<p>Green workforce readiness: Local training or mentorship programs in solar installation, ecological restoration, or sustainability careers.</p> <p>Community-owned climate co-ops: Support for co-ops focused on composting, energy, agriculture, or repair services.</p> <p>Climate entrepreneurship for underserved groups: Seed funding or capacity-building for frontline entrepreneurs leading sustainability efforts.</p>

APPENDIX D – ELIGIBLE ENTITIES & SCREENING

Eligible Entities

Eligible to Lead	Ineligible to Lead (not eligible for lead, can be a partner)
<p>Locally-based*, frontline**, community-led, and community-based organizations (CBOs), including:</p> <ul style="list-style-type: none"> • Nonprofits 501(c)(3) or fiscally-sponsored organizations • Tribes and Tribal entities • Mutual aid networks • Neighborhood associations - mobile home parks, low-income housing, Boulder housing partners • Resident-led initiatives • Informal groups or coalitions without official nonprofit status or fiscal sponsorship are eligible to apply to Tier 1 only 	<ul style="list-style-type: none"> • Universities • Municipalities as well as county, state, and federal governments • For-profit businesses
Ineligible to apply (as lead or partner)	
Individuals applying as sole entities without collaborators	

***Locally-based** means applicants are located within Boulder County

****Frontline communities** are those that experience the most immediate and worst impacts of climate change and are most often communities of color, Indigenous, and low-income ([Ecotrust Frontline Communities](#))

Applicant-facing Eligibility Screening Questions

1. Does your proposed project serve **frontline communities** (“frontline communities” are those that experience the most immediate and worst impacts of climate change and are most often communities of color, Indigenous, and low-income ([Ecotrust Frontline Communities](#))?)
2. How does your organization’s leadership and board represent the community you serve?
3. Will the majority of project be implemented in and have an impact in Boulder County?

Internal Screening Checklist - completed by JSI Staff

The applicant is eligible to apply as the lead.

- ☐ Yes—eligible
- ☐ No—ineligible

The applicant is located within Boulder County and is proposing a project within Boulder County.

- ☐ Yes—eligible
- ☐ No—ineligible

The geographic focus on the project includes disproportionately impacted communities, as defined by the [Colorado EnviroScreen 2.0](#).

- ☐ Yes—eligible
- ☐ No—ineligible

Based on visual estimate:

- ☐ The project map includes 0% communities of focus by area.
- ☐ The project map includes > 50% communities of focus by area.
- ☐ The project map includes ≤ 50% communities of focus by area.
- ☐ The project map includes 100% communities of focus by area.
- ☐ N/A—a map was not submitted

The applicant has a current or recent formal or contractual relationship with JSI that constitutes a real or perceived conflict of interest; is a member of the Community Evaluation Committee; is affiliated with a CEC member.

- ☐ No-eligible
- ☐ Yes

Applicant has included a substantive response to the following application sections

- ☐ Applicant Information (note: a substantive answer on these questions includes “no”)
- ☐ Organizational Background, Project Team, & Partnerships
- ☐ Project Description & Centering Community
- ☐ Project Location & Benefit
- ☐ Project Timeframe & Activities
- ☐ Goals, Anticipated Outcomes & Measuring Success
- ☐ Budget
 - ☐ Yes—eligible
 - ☐ No—ineligible

The applicant has provided the following documentation.

- ☐ Documentation of nonprofit status (TIER 2 ONLY)

- ☐ Yes–eligible
- ☐ No–not eligible
- ☐ Not applicable–the applicant is not a nonprofit organization
- ☐ **Budget template**
 - ☐ Yes–eligible
 - ☐ No–not eligible
- ☐ **Budget narrative**
 - ☐ Yes–eligible
 - ☐ No–not eligible
- ☐ **Letter of Commitment from each partner (organizations or individuals) who will receive funds**
 - ☐ Yes–eligible
 - ☐ No–not eligible

The project budget is at or below the maximum amount for the Tier selected

- ☐ Yes–eligible
- ☐ No–not eligible
- ☐ N/A-no budget included-not eligible

The project budget contains allowable costs

- ☐ Yes–eligible
- ☐ No–not eligible
- ☐ N/A-no budget included-not eligible

APPENDIX E – TIER STRUCTURE

Funding Tier	Eligible entities	Amount Range	Types of Eligible Projects	Project Period length	Notes
Tier 1 “Community Root” Grants	See “Eligible Entities” (Appendix D) Informal groups or coalitions without official nonprofit status or fiscal sponsorship	\$5,000 - \$50,000	See “Eligible Projects” (Appendix C)	6 months or 1 year	Early-stage or smaller-scale projects that aim to test ideas, build community partnerships, or launch pilot programs Up to 10 awards during 2025 pilot cycle
Tier 2 “Community Reach” Grants	See “Eligible Entities” (Appendix D) Applicants must have nonprofit status or fiscal sponsorship	\$55,000 - \$1,000,000		1 year	More established projects or start up initiatives that have already been developed but need funds to execute or continue. These projects involve greater investment and can demonstrate readiness to manage and scale impact and partnership Up to 5 awards during 2025 pilot cycle

APPENDIX F – APPLICATIONS

Tier 1 – “Community Roots” Grants Application

SECTION 1: Applicant Information

- Organization Name
- Primary Contact Name & Role
- Phone Number
- Email Address
- Mailing Address (include ZIP code)
- Taxpayer Identification Number
- Fiscal Sponsorship: Do you have a fiscal sponsor?
 - Yes - if yes, provide name of fiscal sponsor: _____
 - No
- Are you currently receiving funding from Boulder County?
 - Yes
 - No
- Entity type: select from the dropdown list (check all that apply)
 - Nonprofit 501(c)(3)
 - Fiscally-sponsored organization
 - Tribes and Tribal entities
 - Mutual aid network
 - Neighborhood association (e.g., mobile home parks, low-income housing, Boulder housing partners)
 - Informal grassroots group or coalition
 - Other (please specify): _____
- Annual organization budget: _____. *Please note: This is not part of the evaluation criteria and will not impact your score.*

Would you like to submit any portion of your application via video or audio? (Yes/No)

SECTION 2 Organizational Background, Project Team, & Partnerships (300 words max)

- **Group description & past experience:** a description of the group proposing this project, including a brief summary or bulleted list of 2-3 similar projects or activities or past work that showcase the group’s ability and qualifications to successfully achieve the goals of the proposed project. You may include short bios for key personnel that demonstrate the experience that will allow them to complete the project successfully.
- **Key Partnerships:** Please describe any key partnerships (formal or informal) relevant to achieving the goals of your project. Include the length of time and scope of your work together. If partners will receive any funding under this grant, include contact information,

role on the project, and funding amount. Please also describe how you will use this grant to seek and develop new partnerships if relevant.

- **Required:** please include a signed Letter of Commitment (see template) from each partner (organizations or individuals) who will receive funds under this grant.

SECTION 3 Project Description & Centering Community (300 words max)

- What is the core purpose of this project? Provide a clear and concise statement describing the project's overall intended impact and how it aligns with the purpose of [this grant program](#).
 - Program purpose: The Fund will advance Boulder County's racial equity goals, support those most impacted by the climate crisis, and enable grassroots and neighborhood leaders to implement impactful climate action.
- How does decision-making for this project reflect climate solutions and climate justice? Consider:
 - Low- or no-waste practices
 - Using local vendors or materials
 - Reducing car travel or promoting active transportation
 - Shifting behaviors toward sustainability
 - Utilizing cultural practices that reflect stewardship and sustainability
- **Describe how this project centers community needs & strengths:** How is the project informed by local knowledge, needs, and culture? What environmental justice, climate, or health issues does it address? How does the project center community voice, leadership, and lived experience?

SECTION 4 Project Location & Benefit (300 words max)

(Check box)

- Geographic Area(s) served by this project (check all that apply):
 - Boulder Countywide
 - Specific cities or towns (please list): _____
 - Nederland and/or other mountain communities
 - Indigenous Communities or Tribal Delegations in Boulder County (please list): _____

(Narrative)

- Who will benefit from this project? How does the area that your project will serve meet the definition of a frontline community: those communities that experience the most immediate and worst impacts of climate change and are most often communities of color, Indigenous, and low-income? Please list census block group numbers so we can confirm.

- **Required:** Use [Colorado EnviroScreen](#) to determine if your project is located in a “disproportionately impacted” community (see [Attachment H](#) for instructions). Please be sure to use the proper “home” address of the lead organization. Differentiate between mailing and other addresses if needed.
- We know data tools are imperfect and often do not capture the reality of on-the-ground reality. If the Colorado EnviroScreen does not reflect your experience as a frontline community: why do you think this community should be considered overburdened or underserved for the purpose of this project?

SECTION 5 Project Timeframe & Activities

- The proposed project timeframe should be designed for 6 months or 1 year. Select your proposed project period:
 - 6 months
 - 1 year
- Are there any seasonal considerations for your project? Please describe: _____
- Please include your key project activities in the table below:

Activity	Start Date	End Date	Responsible Party	Milestone/Deliverable/Outcomes
<i>[Example to be added]</i>				

SECTION 6 Goals, Anticipated Outcomes & Measuring Success (200 words max)

- Describe 2-3 goals that outline what you aim to achieve and how these outcomes contribute to your vision for community well-being, sustainability, or resilience
- How will you measure your success?

SECTION 7 Budget

- **Required:** A simple budget spreadsheet attachment covering both general operating and program expenses
- A short budget narrative that explains how funds will be used (e.g. supplies, stipends, coordination, outreach)

Post-Application Survey:

1. If selected for this grant, what capacity-building support will you need in the future (related to **organizational capacity** such as strategic planning, leadership/governance, staff development/HR, financial management, communications/marketing, fundraising/development, technology/infrastructure, or monitoring/evaluation)?
2. If selected for this grant, what technical assistance will you need in the future (related to **environment/climate action technical skills** like data & analysis, energy and infrastructure, agriculture/land use/ecosystem restoration, air/land/water measurement, etc.)?
3. Do you have any feedback on this application process? How did this compare to other applications?
4. Do you have any suggestions for improvement for this application?

Tier 2 – “Community Grow” Grants Application

SECTION 1: Applicant Information

- Organization Name
- Primary Contact Name & Role
- Phone Number
- Email Address
- Mailing Address (include ZIP code)
- Taxpayer Identification Number
- Fiscal Sponsorship: Do you have a fiscal sponsor?
 - Yes - if yes, provide name of fiscal sponsor: _____
 - No
- Are you currently receiving funding from Boulder County?
 - Yes
 - No
- Entity type: select from the dropdown list (check all that apply)
 - Nonprofit 501(c)(3)
 - Fiscally-sponsored organization
 - Tribes and Tribal entities
 - Mutual aid network
 - Neighborhood association (e.g., mobile home parks, low-income housing, Boulder housing partners)
- Annual organization budget: _____. *Please note: This is not part of the evaluation criteria and will not impact your score.*
- **Required:** Please provide documentation of your organizational status. If you are a nonprofit, please provide documentation that shows your organization is either a 501(c)(3) non-profit as designated by the Internal Revenue Service OR documentation

that shows that the non-profit organization is recognized by the state, territory, commonwealth, or tribe in which it is located. Please include your fiscal sponsorship agreement if relevant.

SECTION 2: Organizational Background, Project Team Experience and Partnership (600 words max)

- **Please describe the organization or group proposing this project:** What's your mission, who do you serve, and how long have you worked in Boulder County? How does leadership reflect your community? Is your group Indigenous-led and/or frontline grassroots? What's your current funding status or urgent need?
- **Please describe your past experience that this project builds upon:** a description of the group proposing this project, including a brief summary or bulleted list of 2-3 similar projects or activities or past work that showcase the group's ability and qualifications to successfully achieve the goals of the proposed project. You may include short bios (2-3 sentences) for key personnel that demonstrate the experience that will allow them to complete the project successfully.
 - **Optional:** include one past project sample as attachment
- **Please outline key partnerships:** Please describe any key partnerships (formal or informal) relevant to achieving the goals of your project. Include the length of time and scope of your work together. If partners will receive any funding under this grant, include contact information, role on the project, and funding amount. Please also describe how you will use this grant to seek and develop new partnerships if relevant.
 - **Required:** please include a signed Letter of Commitment (see template) from each partner (organizations or individuals) who will receive funds under this grant.

SECTION 3: Project Description and Centering Community (600 word max)

- **Please describe your proposed project:** What is the purpose of your project, and what local need or issue does it address? How is this project led by or directly serving Frontline or Indigenous communities? How does your project center equity, justice, and cultural or community strengths? How do you know the community supports this project?
- **Please describe your approach (and how that approach will be applied to this project):** How does your work advance environmental, racial, or economic equity? What past or cultural efforts does this project build on? How does decision-making for this project reflect climate solutions and climate justice? (consider: greenhouse gas emissions reductions, low- or no-waste practices, using local vendors or materials, reducing car travel or promoting active transportation, shifting behaviors toward sustainability, utilizing cultural practices that reflect stewardship and sustainability.) How are community members involved and compensated?

SECTION 4: Project Location & Benefit (200 word max)

(Check box)

- Geographic Area(s) served by this project (check all that apply):
 - Boulder Countywide
 - Specific cities or towns (please list): _____
 - Nederland and/or other mountain communities
 - Indigenous Communities or Tribal Delegations in Boulder County (please list): _____

(Narrative)

- Who will benefit from this project? How does the area that your project will serve meet the definition of a frontline community: those communities that experience the most immediate and worst impacts of climate change and are most often communities of color, Indigenous, and low-income? Please list census block group numbers so we can confirm.
 - **Required:** Use Colorado EnviroScreen to determine if your project is located in a “disproportionately impacted” community (see Attachment H for instructions). Please be sure to use the proper “home” address of the lead organization. Differentiate between mailing and other addresses if needed.
- We know data tools are imperfect and often do not capture the reality of on-the-ground reality. If the Colorado EnviroScreen does not reflect your experience as a frontline community: why do you think this community should be considered overburdened or underserved for the purpose of this project?
-

SECTION 5 Project Timeframe & Activities

- The proposed project should be designed for 1 year.
- Are there any seasonal considerations for your project? Please describe: _____
- Please include your key project activities in the table below:

Activity	Start Date	End Date	Responsible Party	Milestone/Deliverable/Outcomes
<i>[Example to be added]</i>				

SECTION 6: Goals, Anticipated Outcomes, & Measuring Success (300 words max)

- **Describe 2-3 goals** that outline what you aim to achieve and how these outcomes contribute to your vision for community well-being, sustainability, or resilience
- **Please describe your proposed evaluation plan:** What does “success” mean to you and how will you measure it? How will you know if your project is making a positive impact? How will you share your progress or results with your community?

SECTION 7: Budget

- **Required:** Budget template: include project-specific and general operations costs
- **Required:** Budget narrative: explain use of funds, community pay, coordination, and cultural practices

Post-Application Survey:

1. If selected for this grant, what capacity-building support will you need in the future (related to **organizational capacity** such as strategic planning, leadership/governance, staff development/HR, financial management, communications/marketing, fundraising/development, technology/infrastructure, or monitoring/evaluation)?
2. If selected for this grant, what technical assistance will you need in the future (related to **environment/climate action technical skills** like data & analysis, energy and infrastructure, agriculture/land use/ecosystem restoration, air/land/water measurement, etc.)?
3. Do you have any feedback on this application process? How did this compare to other applications?
4. Do you have any suggestions for improvement for this application?

APPENDIX G – EVALUATION CRITERIA

Scoring Rubric Summary		
The applicant is not responsive to the application questions.	1	Not recommended for funding.
Attempts to respond but contains gaps or flaws. Climate Equity Fund Program. The applicant fails to clearly address a climate action or environmental justice issue benefiting a focus community and does not demonstrate the capacity to complete the project as described.	2	
Meets basic expectations; may need support. The applicant proposes a project aimed at addressing an environmental justice issue in a focus community; however, capacity concerns, design gaps, or weaknesses in the project approach may hinder its success.	3	Possibly recommended for funding; may need technical support.
Clear, well-aligned, and effective. The applicant proposes an attainable project that addresses an environmental justice issue in a focus community, includes effective community engagement plans, and demonstrates the capacity to achieve its goals.	4	Recommended for funding.
Outstanding alignment with values and impact. The applicant proposes a community-driven project that effectively addresses the identified climate action and/or environmental justice issue, demonstrates strong capacity to achieve project goals, and clearly situated the project within a broader community environmental justice strategy.	5	

Review and score each section on a 1-5 scale, using the anchors described in the rubric as a guide. The score for each section will then be weighted according to the guidelines below.

Weighted Scoring

Section	Weighting	Min Score	Max Score
Applicant Information	Unscored (required information)	-	-
Organizational Background, Project Team, & Partnerships	x3	3	15
Project Description & Community Centering	x4	4	20
Project Location & Timeline	x3	3	15
Goals & Anticipated Outcomes	x4	4	20
Budget	x2	2	10
Evaluation, Accountability & Learning	x2	2	10
TOTAL		18	90

The following sections will be scored on a 1-5 scale, with half-steps allowed (e.g. 1.5, 2.5 etc.). Indicate your score for each section, and any comments or questions that describe why you selected that score. Comments will be used to provide feedback to applicants, so assume that any comments made could become public.

Section 1: Applicant Information

Purpose: Confirm eligibility, contact info, and organizational structure.

Evaluation: Not scored, but required for application validity.

Prompt

- Is all required contact information complete?
- Is fiscal sponsorship status clearly identified?
- Does the organization type meet eligibility?
- Is the applicant interested in video/audio submission or language support?

Section 2: Organizational Background, Project Team, & Partnerships

Prompt:

- Does the team have lived experience or cultural ties to the community served?
- Are equity and justice part of the organization’s mission and history?
- Are roles (including community labor) shared and compensated equitably?
- Are partners named with defined support roles?
- Is there a clear expression of funding urgency or sustainability?

Description	Score
Little or no relevant experience or community connection.	1
Some experience; unclear relevance to equity or project delivery.	2
Reasonable experience and some partnerships; modest alignment with equity.	3
Strong experience, relevant leadership, equitable partnerships.	4
Deeply rooted, frontline-led, with strong equity values, clear team roles, and meaningful partnerships.	5

Evaluator Notes:

Section 3: Project Description & Centering Community Prompt: <ul style="list-style-type: none"> Is the project clearly described with a compelling community purpose? Does it address a clear equity, climate, or health issue? How are Indigenous, frontline, or disproportionately impacted communities centered? Does the project reflect cultural knowledge or community strengths? Is there evidence of community support and input? 	
Description	Score
Purpose is vague or disconnected from equity or climate.	1
Surface-level community involvement; limited relevance to frontline needs.	2
Project is clearly defined with some community grounding.	3
Strong equity focus; meaningful community involvement and climate alignment.	4
Community-led, culturally grounded, and climate-conscious; compelling response to an urgent or systemic need.	5
Evaluator Notes:	

Section 4: Project Location & Benefit Prompt: <ul style="list-style-type: none"> Is the project location clearly defined and relevant to DI communities or equity-priority areas? 	
Description	Score

Vague or missing location; Project is not clear or does not benefit DI communities.	1
Appropriate geographic fit; Project is not clear or does not benefit DI communities.	2
Appropriate location and timeframe; general alignment with project scope. Appropriate geographic fit; Project benefit is somewhat focused on DI communities.	3
Well-suited location, thoughtful timeline, and relevant milestones. Strong geographic fit; Project benefit is mostly focused on DI communities.	4
Strong geographic fit, excellent timeline planning, potential for continued impact. Strong geographic fit; Project benefit is completely focused on DI communities.	5
Evaluator Notes:	

Section 5: Project Timeframe & Activities Prompt: <ul style="list-style-type: none"> • Are phases/activities/milestones outlined? • Is there a plan or potential for long-term sustainability? 	
Description	Score
Project activities are not clear or realistic.	1

Some alignment of activities with project goals, some activities are unclear or potentially unrealistic.	2
General alignment of activities with project goals.	3
Thoughtful timeline, and relevant milestones.	4
Excellent timeline planning, potential for continued impact.	5
Evaluator Notes:	

Section 6: Goals and Anticipated Outcomes & Measuring Success Prompt: <ul style="list-style-type: none"> • Are the project's goals clearly defined and realistic? • Are outcomes community-centered and measurable (formal or informal)? • How do outcomes contribute to resilience, equity, or cultural continuity? • How will the group know if the project is making a difference? • Is there a community accountability plan (formal or informal)? • How is learning shared — stories, visuals, quotes, community events? • Is "success" defined in a way that's meaningful for the community? 	
Description	Score
Goals unclear or disconnected from project or community impact. No clear evaluation or accountability plans.	1
Goals somewhat relevant; vague outcomes. Some reflection on success; vague learning strategy.	2
Clear goals; some attention to equity or climate resilience. Includes basic accountability and evaluation framework.	3

Strong and specific goals with meaningful outcomes. Clear, culturally relevant strategy to share progress and learn.	4
Visionary, achievable goals rooted in climate equity and long-term community healing or resilience. Thoughtful, honest, and community-rooted approach to learning, storytelling, and success.	5
Evaluator Notes:	

Section 7: Budget Prompt: <ul style="list-style-type: none"> Is the budget clear, complete, and justified? Does it support people-centered spending (stipends, local vendors, cultural labor)? Are values of sustainability reflected (e.g., avoids single-use items or excess plastic)? Is community compensation fair and visible? 	
Description	Score
Budget incomplete or contains unallowable expenses.	1
Budget included but unclear or weak alignment with project goals.	2
Basic budget; mostly aligned with values.	3
Clear, equitable budget; aligned with community priorities.	4
Thoughtful, people-first, values-aligned budget that prioritizes low-carbon and local spending.	5

Evaluator Notes:

TOTAL SCORE:	
Overall evaluator notes: Please provide any additional notes regarding why you think this application should or should not be funded, including any specific areas of strength, or areas of concern/nonresponsiveness.	

APPENDIX H – COMMUNITY EVALUATION COMMITTEE (“CEC”)

Overview

The Community Evaluation Committee (CEC) plays a key role in reviewing applications submitted to the Boulder Climate Equity Fund (BCEF). This group of community members will read, score, and discuss proposals, bringing their lived experience and local knowledge into the decision-making process. Their recommendations will help guide funding toward projects that reflect climate justice values, support equity, and strengthen resilience in Boulder County’s frontline communities.

CEC will operate according to the following principles:

- **Center frontline voices:** Prioritize insight from those most impacted by climate change and systemic inequities.
- **Transparency:** Make selection criteria and decision-making processes clear to applicants and the public.
- **Equity:** Identify and reduce barriers to participation in both the funding process and the evaluation process especially for Frontline community members and groups, and those that have been historically excluded.
- **Accountability:** Ensure decisions reflect stated values and community priorities.
- **Collective impact:** The Climate Equity Fund will advance Boulder County’s racial equity goals, support those most impacted by the climate crisis, and enable grassroots and neighborhood leaders to implement impactful climate action. Select projects that align with Climate Equity Fund program goals.

Objectives

1. Review and score all eligible applications using an equity-aligned rubric.
2. Recommend awardees based on shared values, need, feasibility, and alignment with community needs.
3. Support learning by identifying themes, strengths, and gaps in proposals to inform future funding rounds.
4. Ensure diverse representation in decision-making.
5. Uphold accountability to the communities this fund is meant to serve.

CEC Composition

CEC will work collaboratively to review grant applications, deliberate with care, and make funding recommendations to Boulder County that reflect shared goals for environmental justice, equity, and transformative climate action in Boulder County.

CEC will be composed of up to 10 members with flexibility to expand if a larger number of applications is received. Members will be selected by JSI, in collaboration with OSCAR and OSCAR's strategic advisor Michelle Gabrieloff Parish at *Once & Future Green*, through a thoughtful and intentional process designed to reflect the diversity, lived experience and professional expertise needed to equitably guide climate action funding in Boulder County. This committee plays a key role in upholding the values of climate justice, equity and community resilience throughout the grant evaluation process.

The composition of CEC is designed to balance frontline representation, intergenerational leadership, Indigenous wisdom, and technical knowledge, including perspectives such as:

- **Frontline Community leaders** These are individuals who live in or are deeply connected to disproportionately impacted communities such as manufactured home parks, BIPOC neighborhoods, or historically under-resourced areas. Their lived experience is central to understanding community needs and ensuring the funding process remains grounded and just. This includes racially and ethnically diverse leaders whose identities and experiences reflect the communities most affected by climate injustice. Their leadership helps to challenge structural inequities and uplift underrepresented voices in decision-making.
- **Youth Climate Justice advocates** Emerging climate/environmental justice leaders between the ages of 18 and 25 who bring fresh perspectives, energy, and a strong commitment to climate justice. Their voices will support intergenerational approaches and long-term visioning.
- **Local environmental justice leaders and practitioners** These committee members may be nonprofit staff, sustainability professionals, or public health experts who have experience working on place-based, equity-centered projects in Boulder County. They bring practical knowledge of what works and the systems-level view necessary for long-term impact.
- **Indigenous leaders** These members will represent Indigenous communities with ancestral or current ties to Boulder County. Their presence will help center cultural preservation, traditional ecological knowledge, and efforts toward Indigenous sovereignty and reparative justice.
- **Elders** We honor their expertise, lived experience, and legacy within community. As committee members, elders will bring deep community knowledge, cultural and environmental connection, legacy change-making efforts and engagement to help ground and balance the conversation.

In addition to the selection committee members, there will be an OSCAR and JSI liaison.

- **OSCAR Representative.** A representative from OSCAR will be present during CEC meetings to support logistics, provide clarification, and uphold alignment with program goals.
- **JSI staff.** The JSI team will support in training the CEC members, coordinating evaluation, and gathering funding recommendations.

- **CCC Representative.** A representative from the CCC will serve in an advisory role during the initial phase of forming CEC. This representative will support the onboarding process by providing context and guidance on the participatory grantmaking approach, helping to ground the committee's work in shared values and community-centered practices. This representative will not participate in scoring and reviewing applications.

Only selected CEC members and the CCC representative who complete the formal selection process will receive stipends in recognition of their time, insight, and valuable community knowledge. Stipends will not be provided to JSI staff, OSCAR staff or any other Boulder County employees.

Roles and Responsibilities

CEC members will play a role in guiding fair and community-rooted funding decisions. CEC members' time, insight and lived experience are essential to this process. Commitments include:

- Attend two trainings (up to 4 hours total) for orientation, bias-awareness, and evaluation process training to ground the work in equity, shared understanding, and rigor.
- Independently review and score applications using a standardized rubric (each application review will take approximately 1.5 hours to evaluate and CEC members will be assigned a number of applications based on capacity and interest with a minimum of 5 applications each)
- Take part in short meetings (about 20 minutes each) whenever there is a significant difference between evaluators' scores on an application.
- Submit final recommendations to OSCAR and, if needed, Boulder County Commissioners.
- Participate in a final 1-hour long closeout meeting.
- Maintain confidentiality and impartiality throughout the entire process.
- Maintain clear records of notes and recommendations for each grant application. These records may be used to provide constructive feedback to applicants and support transparency in the review process.
- Complete a feedback survey for process improvement.

Additionally, up to two CEC members will be selected to serve on the final recommendation board with JSI staff. JSI will bring their recommendation slate to 2 CEC members (determined by individual's availability and elected by the whole CEC) to finalize the recommended slate. They will select a finalist pool for pre-award screening that takes into account the scoring for individual applications, geography, and the distribution of funds across the funding Tiers. If additional differentiating criteria are needed due to a large applicant pool, the grantmaking team will consider diversity of topical areas across applications. CEC members who are applying for funds from this program are ineligible to serve on the recommendation board. This step will take approximately 8 hours.

OSCAR and JSI staff work behind the scenes to ensure a smooth, fair and values-aligned grant process.

- Coordinate logistics and application intake, offering technical support to applicants as needed.
- Train and facilitate committee meetings, supporting an inclusive and equitable environment.
- Provide guidance to CEC members, helping ensure alignment with climate justice values.
- Document scoring outcomes and committee recommendations accurately.
- Communicate final funding decisions and feedback to all applicants with transparency and care.

Evaluation Process & Steps

JSI will lead evaluation facilitation, orientation and training for CEC members, with the support of OSCAR and potential additional training from OSCAR'S strategic advisor Once & Future Green. JSI will provide ongoing support to ensure a successful and equitable grant evaluation process. This includes guidance on evaluation tools, agenda development and decision-making frameworks. CEC members will be equipped with the resources and structure needed to confidently identify grantees.

Step 1: Committee Training

- Orientation on goals of the fund, rubric, process, and roles
- Bias mitigation and trauma-informed evaluation
- Conflicts of Interest

Step 2: Independent Review

- All application evaluators will sign an organizational COI before applications are assigned for review, and sign an individual COI after applications are assigned. Individual COI applications will be reassigned as appropriate.
- JSI will assign each application by tiers based on capacity of each CEC member with a minimum of 5 applications each. There will be a sub-committee reviewing only applications for tier 1 and another sub-committee that reviews applications for tier 2.
- Members review and score using a rubric across core areas:
 - Organizational Background, Project Team, & Partnerships
 - Project Description & Centering Community
 - Project Location and Benefit
 - Project Timeframe & Activities
 - Goals, Anticipated Outcomes, & Measuring Success
 - Budget
- Note that each application will get three reviewers. Each application will have at least 1 CEC member review. JSI staff and/or OSCAR staff may also serve as evaluators.

Step 3: Compiling Score & Concurrence Meetings

- JSI will compile the scores.
- JSI will calculate weighted scores and absolute differences between all three scores.
- Should there be a substantial absolute difference (determined by JSI), there will be a concurrence meeting between all three evaluators (approximately 20 minutes for each meeting). The meetings will give the reviewers the opportunity to talk through the application and where there may have been differing opinions in the application.
- Reviewers will have the option to change their scores or keep them the same based on the conversation.

Step 3: Recommendation Selection

- Once scores are finalized, the JSI team will create a recommended funding slate by going through each application, evaluator notes, the average evaluator score, and any flags.
- The CEC will nominate two CEC members to participate in the final recommendation slate selection meeting(s) with JSI staff, for up to 8 hours.

Step 4: Approvals and Contracting

- Final list of recommended grantees and funding amounts shared with OSCAR, OSCAR's strategic advisor and the board of county commissioners and the CEC for confirmation.
 - The list will include: recommended awardees, including project names, descriptions, and total funding amounts.
 - JSI will also share the list of projects not recommended for funding.
 - If appropriate, JSI may also share information that it or OSCAR believes will assist the Board of County Commissioners in understanding the reasons for the recommendations
 - A list of alternate or back-up projects will also be provided in case any recommended awardees are not approved or become ineligible.
- OSCAR will take recommendations to the Board of County Commissioners for final approval in a formal business meeting. JSI acknowledges and will make sure the CEC understands that as a final approver, the Board of County may accept, modify, or decline any recommendations.
- JSI will draft, negotiate, and execute contracts and/or funding agreements consistent with the Contract and JSI's own internal processes and controls with all the approved grantees.

Step 5: Feedback and Reflection

- Provide strengths-based feedback to all applicants as requested
- Reflect as a committee on lessons learned to inform future rounds

- CEC members will participate in a survey, focus groups, or interviews to inform process improvements for future CEC cycles

Recruitment Process

The recruitment of CEC members is a foundational step to ensuring that the grantmaking process reflects the values of equity, representation, and lived experience. The goal is to engage trusted community members, especially those from frontline communities, who bring the insight, leadership, and cultural wisdom necessary to guide climate funding decisions in Boulder County. JSI will lead the recruitment process in collaboration with OSCAR and OSCAR's strategic advisor.

For the 2025 pilot cycle of the BCEF, community members who are interested in being on the CEC will apply online via the BCEF website. Applications will include an interest form (see below) and a short interview with JSI staff. The number of CEC members will be finalized based on the number of applications received, and selection of CEC members will be made based on the breadth and diversity of experience and perspectives outlined in the selection matrix (see below).

A. Develop a Recruitment Packet

The recruitment process begins with the creation of a clear and accessible CEC Member Recruitment Packet. This packet serves as a comprehensive introduction to the opportunity, helping potential members understand what the committee is, why it matters, and how they can get involved.

The CEC Member Recruitment Packet provides a clear overview of the committee's purpose and goals, outlines member roles and responsibilities, and details the expected time commitment and meeting schedule. It includes information on stipend amounts and distribution, a simple application or interest form, and contact details for follow-up. The packet is designed to be accessible and informative, inviting community members to take part in a meaningful, equity-driven decision-making process.

B. Outreach

JSI and OSCAR will collaborate together to reach out to a diverse and representative group of potential committee members. A variety of outreach strategies will be used, centered in relationships, trust, and accessibility

Methods by which potential, interested individuals will hear about the opportunity include:

1. Community-Based channels

Recruitment will be shaped through trusted community partners, such as nonprofits, cultural centers, mutual aid groups, frontline community leaders, Indigenous organizations, and announced via frontline-serving networks, including manufactured home communities and OSCAR partners and networks. Outreach will also target youth programs and local schools to encourage young climate justice advocates to apply. OSCAR's strategic advisor may also undertake a

Community Eco-System Mapping process to identify individuals across Boulder County who are well-suited to serve on the Climate Equity Fund Evaluation Committee. The goal is to ensure diverse, inclusive representation from communities most impacted by climate change—particularly those historically excluded from decision-making. This process will focus on individuals with lived experience, strong community ties, and relevant skills such as climate justice or grantmaking. By reviewing past engagement data, we aim to build a representative committee.

2. Direct Invitations to Apply

Outreach will include contacting past community participants, local activists, and leaders already engaged in climate justice work. Additionally, community nomination forms will be offered to allow people to recommend trusted leaders for the committee.

3. Public Posting

Information about the CEC and how to apply will be published on the Fund's website.

4. Accessibility Support

For any assistance completing the interest form, contact Bianca.Carey@Jsi.org.

CEC Interest Form

(translation available in English, Spanish or any other language needed)

Contact Information

Name:

Email:

Phone Number:

Preferred way to contact you (check all that apply):

☐ Email

☐ Phone Call

☐ Text Message

Tell Us About You

1. Where do you live or work in Boulder County?

(List neighborhood, town, or area; no need for a full address)

2. Which of the following describes your connection to the community?

(Check all that apply)

☐ I live in a mobile home community or other affordable housing

☐ I identify as Indigenous

- ☐ I identify as a member of a frontline community, including identifying as Black, Latino/a/e, Asian, or other person of color⁴
 - ☐ I am a youth (age 18–25) involved in climate or justice work
 - ☐ I work in public health, environmental justice, or sustainability
 - ☐ I'm a community organizer, advocate, or involved resident
 - ☐ Other: _____
3. Why are you interested in being part of the Climate Equity Committee?
(1-3 sentences or feel free to leave a voice message instead)
 4. Do you have any lived experience, work, or volunteer background related to climate, equity, or community wellbeing?
(This can include advocacy, care work, traditional ecological knowledge, etc, 1-2 paragraphs or feel free to leave a voice message instead)
 5. Are you available to meet in August 2025?
 - ☐ Yes
 - ☐ Maybe, I'd need more info
 - ☐ No
 6. Do you need any support to participate (childcare, interpretation, transportation, tech support, etc.)?
 - ☐ Yes, please describe: _____
 - ☐ No

Thank you for your interest! We'll be in touch within 2 weeks. If selected to move forward, the next step is a short (virtual) interview.

Selection Process

1. Interested individuals apply

JSI, OSCAR, and CCC members will conduct intentional outreach to share about the opportunity and encourage individuals to apply. Outreach for the CEC role will be done in tandem with outreach/marketing about the BCEF itself since the potential interested audiences overlap.

2. JSI hosts short interviews with applicants who meet eligibility criteria

JSI will conduct short, informal, virtual interviews (10–15 min) in English or Spanish to confirm interest, availability, and alignment with the committee's purpose.

⁴ Any demographic data collected on CEC applicants (or any BCEF entities) it will be done separately, voluntarily, and not part of the evaluation

3. JSI completes the experience and perspectives matrix, with recommendations

See “Selection Matrix Criteria” below.

4. Final selections

JSi will bring a completed selection matrix with all applicants to discuss with OSCAR and any additional community advisors where decisions will be made on members. OCSAR will make final decisions.

When selecting committee members, priority will be given to individuals with lived experience in frontline communities. Rather than formal credentials, emphasis will be placed on community trust and experiential knowledge. Candidates with leadership or active involvement in climate justice, equity, or community initiatives will be sought, ensuring diverse representation across geography, age, race, ethnicity, and gender identity. A strong commitment to collaborative and respectful dialogue will be essential for all members.

5. Notification

Selected CEC members will be notified and onboarded.

Selection Matrix Criteria

Each CEC applicant will be assessed according to the following criteria related to experience and perspectives. In order to promote a diverse group, selection of CEC members will take into consideration the complementing strengths and skills of the entirety of the group, instead of one member needing to represent every single one area.

Climate Action/Environmental Justice Experience

- Environmental Policy & Advocacy
- Community efforts to reduce climate impact
- Assisting communities in engaging with decision makers
- Data collection & assessment
- Disaster Resiliency

Equity Lens & Strengths

- Equity lens
- Racial Equity
- Community Engagement & outreach with DIC
- Cultural Humility & Responsiveness
- Language access
- Community trust-building

- Knowledge and present in the county
- Justice40 Implementation support

Grants Experience

- Grant Writing
- Proposal Review
- Grant management
- Grant Funding Identification & Navigation
- Project Designing
- Capacity Building & partnership building
- Needs Assessment
- Evaluation Design & Planning

Project Implementation Experience

- Financial Governance Program Management
- Evaluation and Monitoring
- Translation Services

Representation

- Municipality
- Lived experiences: frontline community practitioner or leader, youth climate advocate, local practitioner, indigenous leader, elder, etc
- DIC identity/ies
- Non-dominant language(s)

Considerations

1. Term Limits

- CEC members may serve a maximum of 2 consecutive cycles (years). This promotes fresh perspectives and shared leadership while still allowing experienced members to mentor newer ones.
- Cooling-off Period: After serving two cycles, former members must wait one full cycle before reapplying.

2. Time Commitment

- Members must commit to:
 - 1 orientation/training session (approx. 4 hours)
 - Independent review of applications (time commitment flexible and TBD, minimum of 7.5 hours)
 - Participation in concurrence meetings as needed (approx. 20 min per application as needed)

- Reflection/feedback (either survey, focus group, or interview) for process improvement
- Restriction: Members must be available for all required meetings to serve or arrange alternative make up sessions.

3. Conflict of Interest

To ensure the integrity of the grant review process while honoring the value of community expertise, all those a part of the CEC will be required to sign a conflict-of-interest form prior to participating. Reviewers must recuse themselves from scoring any application with which they have a direct affiliation, such as proposals they are involved in or those submitted by organizations they represent. They are also expected to refrain from influencing the evaluation of any application from which they are recused.

- There may be potential for public concern around perceived conflict of interest, however, given the small and interconnected nature of the climate justice community—and the intentional inclusion of community members in designing the fund—this policy is intended to minimize conflicts through transparency and documentation rather than exclude the voices we are trying to center.
- All disclosures and recusals will be documented to ensure accountability. As this is a pilot effort, this policy may be refined over time based on what we learn.

Members must:

- Disclose any personal, financial, or organizational relationships with applicants.
- Recuse themselves from scoring or discussing those applications.
- If applying for funds, recuse themselves from serving on the final recommendation board

4. Geographic/Community Representation Limits

The committee is structured to reflect a broad range of voices and perspectives from across Boulder County. To support balanced representation, no more than two members will be selected from the same organization. This helps prevent overrepresentation and fosters inclusive, community-rooted decision-making.

The goal is to bring together individuals with varied lived experiences, geographic connections, and community insight, ensuring that the evaluation process is guided by a diverse and representative group of voices.

5. Youth Member Age

Youth climate justice advocate seats are limited to individuals aged 18–25 at the time of selection.

6. Participation Stipulation

JSI will be responsible for facilitating the committee process and overseeing member participation. This includes ensuring accountability and upholding the integrity of the process. As such, JSI will have the authority to remove committee members, in consultation with OSCAR, if necessary.

All committee members will be required to sign a confidentiality and impartiality agreement before participating. In addition to acknowledging the transparency interest associated with public funds and agreeing to a conflict of interest policy, ethical guidelines will also include maintaining respectful and inclusive conduct during meetings, protecting the integrity of impartial the selection process, completing all assigned reviews on time, and actively participating in discussions.

Committee members who fail to complete reviews, miss required meetings without notice, breach collective norms, or engage in discriminatory, disrespectful, or disruptive behavior may be subject to removal. These expectations will be clearly communicated during the orientation process to ensure transparency and shared understanding from the outset.

APPENDIX I – CONFLICT OF INTEREST POLICY

Boulder County, JSI, and its partners will consider both organizational and individual conflicts of interest when evaluating applications for subawards for the Boulder County Climate Equity Fund (BCEF).

A. Organizational Conflict of Interest

An organizational conflict of interest (OCI) may arise when, due to activities or relationships with other entities:

- JSI or its partners are unable or potentially unable be impartial in evaluating an application from a related organization;
- JSI's Denver office or its partners are currently engaged in a formal contractual relationship with an applicant organization that might contribute to or imply preferential treatment for an applicant;
- JSI's Denver office or its partners, as part of its performance through another contract or business activity, has contributed to the applicant's project or related business activities in ways that may skew the competition in its favor; and/or
- The applicant has an unfair competitive advantage as a result of other activities or access to and possession of source selection information that no other potential bidder has access to.

JSI's policy is to proactively seek to identify, avoid, and mitigate potential organizational conflicts of interest prior to undertaking activities on government contracts. JSI employees assigned to the BCEF project, members of the BCEF Community Evaluation Committee (CEC), and any other formal partners who may play a role in evaluation of subaward applications are required to disclose any activities that may give rise to an OCI to the Project Director. This includes:

- Serving as an advisor or providing analysis, assistance, or evaluation services to an applicant in relation to subject matter of a future funding opportunity;
- Preparing specifications or work statements for an applicant that is included in a competitive application;
- Providing or obtaining access to nonpublic information that would give an unfair advantage in BCEF grantmaking.
- Any of the circumstances described in the section above.

The Project Director will review all applicant organizations together with OSCAR/Boulder County to make a determination as to whether the JSI Denver Office or OSCAR/Boulder County has a current relationship that represents a conflict of interest. If JSI and/or OSCAR/Boulder County identifies a real or perceived organizational conflict of interest for any BCEF applicants or their named partner organizations then the potential applicant may be ineligible to participate in the BCEF and may be referred to other grant opportunities.

B. Individual Conflict of Interest

JSI, its staff, and its partners are expected to conduct all business in a fair and transparent manner that is free from conflict of interest. Employees of JSI shall at all times act in a manner consistent with their fiduciary responsibilities to the Organization and shall exercise care that no detriment to JSI results from conflicts between their interests and those of JSI.

No employee, officer, or partner organization representative shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved.

An individual is considered to have a conflict of interest when:

- An individual is in a position to gain personal benefit from actions or decisions made in an official capacity.
- An individual's personal interest (immediate family, friendship, financial, social status, etc.) has the potential to compromise judgment or decision making.
- When involvement in and knowledge about a decision-making process results in an unfair advantage to certain applicants.
- An individual or an organization that the individual is affiliated with (as an employee, board member, volunteer, or similar relationship) has applied to this funding opportunity.
- An individual would benefit professionally, financially, economically or personally if one applicant is selected over another. This includes prospective opportunities if a particular applicant is selected or not selected.
- An individual has personal knowledge about an applicant, the staff of an applicant or proposed grant activities that were obtained outside of the grant application process and results in an unfair advantage or disadvantage to certain applicants. (Simply knowing an organization's work or having worked with them in the past is not necessarily a conflict of interest)

If an individual involved in the grantmaking process identifies a real or perceived conflict of interest, they must notify the Grantmaking Director in writing and recuse themselves from any application screening, evaluation or grant award activities that involve the applicant with whom the conflict exists.

If an individual involved in the grantmaking process is unsure if a conflict of interest exists, they can discuss the issue with the Project Director to make a determination.

All application screeners and evaluators will be asked to complete and sign a conflict of interest statement that will be retained with the evaluation documentation.

C. Adherence to Boulder County Policies & Procedures

The BCEF procedures will adhere to Boulder County's Conflict of Interest policy, outlined in Section 9 below.

SECTION 9 PROCUREMENT, PURCHASING, GRANTS, AND CONTRACTING NUMBER 9.02 Grants and Other Revenue; Grant Awards and Funding Agreements

This policy applies to both the County receiving money from grants and other sources (Sections 9.02A and 9.02B) and when the County is distributing funds to the community via its own County Grant Programs (Section 9.02D).

D. Grant Programs by County Departments and Offices and Funding Agreements

This policy applies to any transfer of funds from Boulder County to any entity or non- employee individual unless the transfer of funds is based on an agreement signed pursuant to Policy 9.03. When funds are transferred pursuant to federal or state requirements, such federal or state requirements or law shall take precedence over this Policy 9.02(D).

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7. Conflict of Interest

- a. While establishing and maintaining satisfactory supplier relationships, the acceptance or solicitation of entertainment, loans, gifts, or special considerations by any County employee will not be permitted.
- b. No employee, officer, or agent of the County ("County Representative") shall participate in any purchase or procurement or selection, award, or administration of a contract, irrespective of amount, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the County Representative or its partner, or any member of its immediate family, or any organization that employs or intends to employ any of the foregoing ("Related Entity"), has a financial, personal, or other interest in the supplier or firm selected for award. "Immediate family" includes immediate family members (i.e., those related by blood, marriage, civil union, or adoption), a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor, and a person for whom the employee is responsible for providing or arranging health- or safety-related care.
- c. Furthermore, an organizational conflict of interest exists when a person or entity has or reasonably would be perceived as having an unfair competitive advantage because of activities or relationships with a County Representative or Related Entity.
- d. It shall be deemed a violation of the provisions of this manual for any County Representative or Related Entity to:
 - i. Sell goods or services, regardless of the cost, to any Office/Department without participating in a competitive procurement process, whether informal or formal, or pursuant to a bid waiver approved by OFM.

- ii. Use its affiliation with Boulder County to unfairly seek, accept, obtain, or provide, directly from or to any individual or entity that conducts or seeks to conduct business with Boulder County, any loans, services, payments, entertainment, travel, vacation, trips, gifts, money, or anything else of value.
- iii. Knowingly exaggerate or otherwise misrepresent requirements to obtain better pricing or terms.
- iv. Knowingly misrepresenting actual requirements to avoid doing business with a particular supplier.
- v. Knowingly misrepresent competitors' prices, quality, or services to obtain concessions or better pricing.
- vi. Assist a vendor in preparing a response to any informal or competitive procurement process or share information with potential bidders that could provide an advantage in a competitive procurement without providing it to all potential responders through an addendum process.
- vii. Participate in the evaluation or recommendation process of any competitive procurement if a vendor would be perceived as having an unfair competitive advantage because of activities or relationships with a member of the evaluation team or decision-maker.
- e. Should a conflict of interest be identified during an evaluation or recommendation process, the Purchasing Agent shall be notified immediately, and the conflicted member shall step down from the committee. Any employee found in violation of the provisions of this section will be subject to disciplinary action according to Procedure Manual Section 6, Employment.
- f. County representatives are prohibited from conducting transactions or making arrangements on behalf of Boulder County with any entity in which they or any member of their immediate family hold a responsible position or significant financial interest, except with BOCC approval. In requesting approval for a transaction of this nature, the requestor should discuss the nature of the relationship involved, along with describing the transaction and related dollar amounts. Under Financial Accounting Standards Board Statement No. 57, Related Party Disclosures, transactions of this nature may need to be disclosed in the County's Annual Comprehensive Financial Report ("ACFR").

APPENDIX J - GRANTS SELECTION PROCESS

Evaluation

1. The Community Evaluation Committee (CEC) will be trained on application evaluation processes. This includes a bias-awareness training, training on the scoring rubrics, and a sample scoring activity.
2. JSI staff will complete an eligibility and completeness screen for each application.
3. JSI will assign applications to each CEC member. All applications will be reviewed by at least three evaluators. The number of applications each CEC member reviews will depend on the number of eligible applications.
4. Once all applications have three (or more) assigned reviewers, each evaluator will receive a conflict of interest disclosure email containing the list of organizations they will be evaluating, the Conflict of Interest policy, and a Conflict of Interest disclosure form. Should there be an individual conflict of interest, JSI will reassign the application.
5. Once JSI receives the disclosure, CEC members will receive access to only their assigned applications and can begin evaluation. Scores will be submitted via a Google Form or by paper upon request.

Grants Selection Process

1. JSI will compile the scores.
2. JSI will calculate weighted scores and absolute differences between all three scores. Should there be a substantial absolute difference (determined by JSI), there will be a concurrence meeting between all three evaluators. The meetings will give the reviewers the opportunity to talk through the application and where there may have been differing opinions in the application. Reviewers will have the option to change their scores or keep them the same based on the conversation.
3. Once scores are finalized, the JSI team will create a recommended funding slate by going through each application, evaluator notes, the average evaluator score, and any flags.
4. JSI will bring their recommendation slate to 2 CEC members (determined by individual's availability and elected by the whole CEC) to finalize the recommended slate. They will select a finalist pool for pre-award screening that takes into account the scoring for individual applications, geography, and the distribution of funds across the funding Tiers. If additional differentiating criteria are needed due to a large applicant pool, the grantmaking team will consider diversity of topical areas across applications. CEC members who are applying for funds from this program are ineligible to serve on the recommendation board. If all CEC members also applied for funds, there will not be CEC representation on the recommendation board.
5. The recommended finalists will be presented to OSCAR, and will include: a list of all awardees (including the amounts and a short summary of the project), a list of all applicants not selected, and a list of alternates. OSCAR will then recommend finalists to BOCC, and BOCC will make the final decision.

Timeline for Cycle 1 (2025 Pilot)

	<u>June 2025</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan - Dec 2026</u>
CCC Fund Co-Design & Approval								
Outreach, Marketing, and Support for BCEF Fund								
CEC Recruitment & Applications								
BCEF Pilot Cycle (2025) Applications Open								
CEC Selection & Training								
BCEF Application Eligibility screenings & evaluations								
Finalists selected & recommended to BOCC for approval								
Applicant Notification, Feedback & Reflection								
BCEF Cycle 1 Project Periods								

EXHIBIT B

SCOPE OF WORK & PRICING DETAILS- ~~SUPPLEMENT~~

The Parties are updating this Scope of Work based on work of the Community Creation Committee (“CCC”) and JSI’s work in Phases 1 and 2. Changes to the original scope of work are identified below in red and/or ~~stricken~~ for the convenience of the parties.

The Parties incorporate **Exhibit D – Boulder Climate Equity Fund Grants Manual** into the Contract. JSI will complete the Work outlined in this Scope of Work consistent with Exhibit D - Boulder Climate Equity Fund Grants Manual, which is accessible to the public in accordance with the terms of this Contract.

JSI or the County may propose changes to Exhibit D to ensure efficient and equitable administration of the grant program. Such changes are only effective upon written approval from both parties. For the County, this approval shall come from the **Project Manager Brett Fleishman, bfleishman@bouldercounty.gov** or, if he designates a different project manager in writing to JSI, that project manager.

The operative version of Exhibit D, including any updates approved by JSI and the County, shall reside with the County’s contract management system.

Distribution of Funds – Timing

JSI will provide to the County a list of awardees for approval by the BOCC pursuant to Exhibit D. JSI understands that action items for business meetings, including approval for the list of awardees, must be noticed in advance of the business meeting and will provide the list of awardees to the **Project Manager** at least 10 days in advance of the business meeting at which the request will be made.

JSI must execute grant awards with the awardees within 60 days of approval of the grant award by the BOCC.

JSI will request funds from the county on a quarterly basis for projection of distribution of funds to awardees. The request for funds must come in the form of an invoice detailing the approval of the Board of County Commissioners for each awardee along with a projection of the distributions to the awardees for the quarter in which the request is made. The County will distribute money to JSI within 30 days of receiving an invoice for an advance of grant funds from JSI for distribution of funds.

JSI must disburse funds to awardees within 30 days of the awardee’s invoice proving that they are entitled to the fund pursuant to the awardee’s grant award.

Awardees must use their funds within the term of this contract.

JSI will include in its quarterly reports (see Phase 4 deliverable) notification of any delays in distribution of funds to awardees and notification to the County of any awardees who did not receive any of the funds regardless of the reason.

Distribution of Funds – JSI Requirements

JSI will hold all program funds in JSI’s name (“Deposit Account”) at Citizens Bank. JSI warrants and agrees that the Deposit Account shall be FDIC insured and that no other individual or entity has or will have access, control, or authority over the Deposit Account. Contractor agrees to provide the County with all bank statements, reports, and records related to the Deposit Account immediately upon request. JSI agrees and warrants that the Deposit

Account shall be used solely for the purposes of the Program. JSI will ensure that all funds are tracked and accounted for, including any accrued interest associated with the Program Funds.

JSI shall report any interest earned in the Deposit Account back to the County and the County shall issue a task order instructing JSI how to disburse the interest.

Document Retention and Cooperation

JSI shall retain all records related to this Contract for a minimum of seven (7) years following the close of the last grant phase. JSI will cooperate with the County for all open records requests, including responding within 24 hours to any county inquiries requesting documentation necessary to respond to an open records request.

JSI Reporting & Accessibility

All quarterly reports must meet state of Colorado accessibility requirements as defined in paragraph 20 of the contract.

JSI is responsible for all tax reporting obligations related to the distribution of the grant award to awardees.

JSI will report to the County all instances in which it believes it is necessary to conduct Performance Management of a grantee pursuant to Exhibit D.

DELIVERABLES ACTIVITY TASKS

DELIVERABLES

1. Create, launch, and fiscally host Boulder County's first-ever Climate Equity Fund – an accessible, transparent, and inclusive fund dedicated to supporting non-profits, community groups, organized leaders and neighborhood groups ("Participants") by resourcing community climate action.
2. Build capacity of Participants to create a shared understanding of climate justice.
3. Help Participants develop the necessary tools to apply for grants and to meet grant reporting requirements, including hosting at least 4 community workshops on grant applications and reporting requirements.
4. Build and host an application platform to manage all stages of the grant cycles and data collection
 - The application platform will have the capability to administer and track multiple grant cycles
 - Boulder County will utilize different funding sources for individual grant cycles. The funding sources will have different requirements and eligibility criteria for awardees. The application will have the ability to manage different funding streams and eligibility requirements as instructed by County
5. Assist Boulder County with the selection (developing list of nominees, creating selection criteria, onboard) and facilitation of a steering council ("Collaborative Creation Council" or "CCC") to co-create the grantmaking processes and guide the launch of the pilot funding cycle, including input on the application, application evaluation criteria, community outreach approach, and funding distribution strategy
6. Assist Boulder County with developing and managing a biannual rolling application process, including the development of selection criteria and the creation, training, and management of a community-led selection

committee (“Community Evaluation Committee” or “CEC”), separate from the CCC, to make funding recommendations.

- Boulder County will retain sole discretion to determine selection criteria and awards to Participants
 - Application cycles will have different selection criteria and eligibility requirements as determined by the funding source. Boulder County will provide the criteria and requirements for implementation.
7. Create and manage a reporting process that has clear metrics and guidelines for transparent and accountable fund distribution.
 8. Distribute up to ~~\$2,658,840~~ **\$2,519,763 or amount otherwise decided with Boulder County** in funds to awardees in accordance with Boulder County’s release of funding based on recommendations from the ~~Community Steering Committee~~ **CEC** and final Board of County Commissioner approval.
 9. Actively engage and subcontract with local [agencies] to increase community capacity to perform the services.

Administrative Fee

County will pay to JSI an amount not to exceed ~~\$341,160~~ **\$480,234** during the Contract Term, ~~up to \$266,160 of which may be paid directly to JSI, and up to \$75,000 of which may be paid by JSI to any subcontractors it has engaged as contemplated by item #8 above; and, in all cases~~ in accordance with the following schedule:

FEE SCHEDULE

JSI will submit invoices for work performed during the contract period, based on the deliverable(s) completed in alignment with the phases of work outlined below and in Exhibit D.

Amended 21-month contract			
Phase	Deliverable	Deliverable Amount	Due date
1	1.1 Executed contract	\$11,090	5/31/2025
	1.2 CCC role description and decision matrix	\$11,090	5/31/2025
2	2.1 Community Assessment	\$24,859	7/31/2025
	2.2 Grants Manual	\$24,859	7/31/2025
	2.3 Outreach, Engagement & Capacity Building Plan	\$24,859	7/31/2025
	2.4 CCC outputs (CCC overview, grantmaking values, eligible projects, eligible entities, tier structure, application(s), evaluation criteria, CEC overview/design, COI policy, grants selection description)	\$24,859	7/31/2025
3	3.1 List of outreach events completed including dates/times and descriptions	\$55,074	12/31/2025
	3.2 Recommendation slate (including projects, amounts, and summaries)	\$55,074	12/31/2025
4	4.1 Quarterly Newsletter - Q1 (Jan - March)	\$18,233	4/30/2025
	4.2 Digital dashboard - Q1 (Jan - March)	\$18,233	4/30/2025
	4.3 Summary of grantee feedback for continuous improvement - Q1 (Jan - March)	\$18,233	4/30/2025

	4.4 Quarterly Newsletter - Q2 (April - June)	\$15,453	7/31/2027
	4.5 Digital dashboard - Q2 (April - June)	\$15,453	7/31/2027
	4.6 Summary of grantee feedback for continuous improvement - Q2 (April - June)	\$15,453	7/31/2027
	4.7 Quarterly Newsletter - Q3 (July - Sept)	\$15,453	10/31/2027
	4.8 Digital dashboard - Q3 (July - Sept)	\$15,453	10/31/2027
	4.9 Summary of grantee feedback for continuous improvement - Q3 (July - Sept)	\$15,453	10/31/2027
	4.10 Quarterly Newsletter - Q4 (Oct - Dec)	\$15,453	1/31/2027
	4.11 Digital dashboard - Q4 (Oct - Dec)	\$15,453	1/31/2027
	4.12 Summary of grantee feedback for continuous improvement - Q4 (Oct - Dec)	\$15,453	1/31/2027
	5.1 Subgrantee summary report	\$27,349	1/31/2027
5	5.2 Project Archive	\$27,349	1/31/2027
TOTAL		\$480,234	

JSI will submit monthly invoices for work performed during the contract period, based on the tasks completed each month in alignment with the phases of work outlined below and in Exhibit D. Phase 1 and 2 are completed. Phase 3 will be billed monthly subsequently Phase 4 and 5 will be billed monthly through the end of the contract.

1. Kickoff Phase

Phase 1: Project Kickoff and recruitment of Collaborative Creation Council (CCC)

- Amount: \$22,180
- Due Date: Upon signing the agreement
- Description: This initial payment secures the consulting services and covers preliminary administrative costs.

Phase 2: Implementation Schedule Phase 2: Grant Program Co-Creation

- Amount: \$88,720
- Description: This phase includes work related to the community assessment, facilitating a series of co-creation meetings with CCC and OSCAR, developing the grantmaking manual, outreach and engagement plans and capacity building plan and building a customizable application submission process for grant management.

Phase 3: Pilot Funding Cycle 1

- Amount: \$88,720
- Description: This phase includes launching the communications and outreach plan, hosting workshops in conjunction with outreach events, administering one rolling grant cycle and soliciting feedback from applicants, CCC and the County. The second part of Phase 3 includes the competitive selection process of the Community Evaluation Committee (CEC) according to the County's guidelines, training the CEC on evaluation processes,

~~facilitating scoring assignments and concurrence meetings, and putting forward a final recommendation slate for funding for Cycle 1 to the County. This phase includes getting final approval for Cycle 1 grantees from the County.~~

~~Phase 4 : Grant Management & Phase 5: Grant and Project Closeout~~

~~● Amount: \$59,147~~

~~● Description: This phase includes overarching grant administration/management, continued community outreach and networking, and providing data analysis on community impact and expenditures.~~

3. Additional Payment Terms

~~● Based on previous discussions, Boulder County shall reimburse JSI Research & Training Institute, Inc. (JSI) for any Subcontractor expenses incurred up to \$75,000. Subcontractor costs are not included in phases described above and contingent on prior approval from Boulder County.~~

Contractor will complete the following tasks.

Phase 1: Project Kickoff and Recruitment of Community Advisors May 2025

- Host a kickoff with OSCAR to finalize the scope of the project and its definition of success, roles and responsibilities, decision making structures, and our communications plan.
- Recruit a Collaborative Creation Council (CCC) to participate in grantmaking process and strategy co-creation. JSI will seek a multicultural Council that represents the Boulder County municipalities and a variety of perspectives on climate and sustainability work. Amplify the opportunity through JSI's and OSCAR's network of community relationships.
 - In first month: Host ~~10-12 community~~ conversations with ~~Participants~~ **CCC** to listen to ideas on funding needs, structure and recruitment of the ~~CCC~~ **Community Evaluation Committee (CEC)**.
 - Create the CCC in a transparent, open and fair way with either a multiple nomination process or a recruitment process that lays out specific individual representatives.
- Work with the OSCAR team to design and the ~~community~~ **CCC** to co-create grant processes.
 - Meet and engage with county officials and members of the CCC in designing an inclusive, accessible, and human-centered grantmaking process that supports neighborhood-scale climate action in impacted communities.

Phase 2: Grant Program Co-Creation May – August 2025

- Complete a community assessment, including the context of equity work in Boulder County (the County), a language access plan, demographic profile, and review of existing climate/sustainability initiatives and grant programs.
- Facilitate a series of co-creation meetings (at least monthly) with the CCC and OSCAR, whose objectives will include establishing the values and guiding principles for the fund; articulating eligibility criteria and a range of award amounts; designing the application and grantmaking process, and developing strategies for reaching under-resourced residents and communities.
 - Final determination of eligibility criteria, range of award amounts, application design, and grantmaking process will be approved solely by OSCAR
- Develop a detailed grants manual that contains grantmaking values and principles, roles and responsibilities, clear selection criteria, application evaluation process, grant administration processes, and plans for training and capacity building, based on the co-creation process and any relevant county policies.
 - The grantmaking manual (**Exhibit D**) must be approved by OSCAR before it may be implemented.
- Develop an outreach and engagement plan aligned with Justice40 and other existing County frameworks to promote the funding opportunity to non-profits, community leaders, and neighborhood groups.
 - The outreach and engagement plan must be approved by OSCAR before it may be implemented.
- Develop a capacity building plan that outlines proposed activities, session topics, learning objectives, supporting resources, and timeline.
 - The capacity building plan must be approved by OSCAR before it may be implemented.
- Customize back-end infrastructure for application submission and tracking and grant management, including an application portal and customizable Salesforce database with dashboard capacity.
 - OSCAR will have access to the platform and all related records.
- Initiate light-touch outreach and inform an online presence to build interest and generate a contact list. **Based on the County's current language access plan, JSI assumes that, at a minimum, all events, communications, and materials will be bilingual Spanish/English.**
 - **Additional language may be added by agreement of the parties.**
 - *Please note: JSI recognizes the County's initial timeline was to have the program launched in the second quarter. However, given the desire for robust community engagement and co-creation of the grant program, JSI wants to launch this program in the third quarter to ensure a more high-quality, community-driven process.*

Phase 3: Pilot Funding Cycle 1 (Months 1-7) May – December 2025

- Launch communications and outreach plan, including up to four, in-person events in partnership with OSCAR or other local partners, two virtual events, networking through the Community Climate Council (CCC), email newsletters and distribution of postcards, flyers, and other engagement materials. All activities will prioritize inclusivity in location choice, accessibility, and language access. *(Note: JSI will work with OSCAR to determine where web-based content will be hosted and how social media content will be distributed.)*
- Host in-person, participatory grantwriting workshops in conjunction with outreach events and one online grantwriting workshop that will be recorded.
- Recruit, competitively select, train, and support members of the Community Evaluation Committee who will score applications. Manage process for evaluation/scoring assignments, concurrence meetings, and other roles as outlined in approved Grants Manual.
- Administer one ~~rolling~~ pilot grant cycle (approximately eight weeks) and facilitate an inclusive process with the ~~CCC~~ CEC to recommend awardees.
- Solicit feedback from applicants, CCC members, CEC members, and the County on the process, and review data on the applicant pool and awardee pool. Identify opportunities to improve accessibility and cultural responsiveness, and target funds to priority residents and communities.
- Maintain an active and appreciated CEC, with members serving up to one-year terms that can be renewed for one additional year.

Phase 4: Grant Management December 2025 – January 2027

- Update the ~~grantmaking~~ manual (Exhibit D), application materials, and the outreach and engagement plan based on learnings from the pilot phase, and annually thereafter.
 - OSCAR will approve updates to the grants manual (Exhibit D).
- ~~Contingent on funding approved for subsequent cycles beyond the pilot year, administer additional funding cycles, including managing the application process, providing assistance to applicants in their native language, and working with the CEC to recommend awardees. This Scope of Work governs the Pilot Project. Any future funding will require a contract amendment pursuant to Boulder County Policy.~~
- All awards require OSCAR's written approval before they are made. No funds may be distributed without OSCAR's written approval.
- Develop working relationships with grant recipients that balance support, capacity building, and accountability. Work with grant recipients to execute award agreements that meet their needs, engage in on-site visits when possible, and ensure that grant agreements are fulfilled.
- Distribute a quarterly newsletter for grantees for information and capacity-building support.
- Generate brief newsletter blurbs for the OSCAR newsletter with success stories from grantees
- Disseminate a bi-annual digital dashboard with data on fund applications, awards, and impact.

- Facilitate quarterly networking events that include skill-building workshops. The content of the workshops will be driven by grantee interests, and facilitators will employ a variety of engagement modalities.
- Carefully steward fund resources and ensure funds are being distributed as intended.
 - All fund distributions require OSCAR's written approval before they may be made.
- Analyze data on applications and awards and explore grantee experiences. Use stories and data visualizations to report to the County and the public on community impact and expenditures.
- Solicit feedback from grantees on their experience with the fund and make ongoing improvements.

Phase 5: Grant and Project Closeout December 2025 – January 2027

- Ensure that all funds have been distributed as intended and are carefully accounted for at the end of the year. If funds remain or additional funds are added to the program, the parties may amend the Scope of Work to include additional funding cycles.
- Collaborate with grantees to close out awards.
- Celebrate successes and show appreciation for CCC and CEC members.
- Compile and share final dashboards, reporting, and lessons learned.
- At the end of the last funding cycle, complete administrative closeout of the contract and share project archive with Boulder County.
- Retain all records related to this Contract for a minimum of ~~three (3)~~ **seven (7)** years following the close of the last grant phase.

Certificate Of Completion

Envelope Id: E6230E0B-AE4A-4FCF-A812-162E62F161DC

Status: Sent

Subject: Contract Amendment JSI Research

Type of Document: Agreement

Department/Office: All

Source Envelope:

Document Pages: 93

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Magali Echeagaray

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2025 14th St

Envelopeld Stamping: Enabled

Boulder, CO 80302

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

mecheagaray@bouldercounty.org

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Status: Original

Holder: Magali Echeagaray

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mecheagaray@bouldercounty.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Boulder County

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Signer Events

Signature

Timestamp

Alexia Eslan

alexia_eslan@JSI.com

Security Level: Email, Account Authentication
(None)

Sent: 7/3/2025 2:45:33 PM

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

Marta Loachamin

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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

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Agent Delivery Events

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Intermediary Delivery Events

Status

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Certified Delivery Events

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Carbon Copy Events	Status	Timestamp
Susie Strife sstrife@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ashley Monreal 37917@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Elizabeth Bradford ebradford@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Brett Fleishman Bfleishman@bouldercounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Notary Events	Signature	Timestamp
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Envelope Sent	Hashed/Encrypted	7/3/2025 2:45:33 PM
Payment Events	Status	Timestamps



Parks & Open Space

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

Tg

TO: Board of County Commissioners
FROM: Tina Burghardt, Land Officer Supervisor
FOR: BOCC Public Hearing, 9:30 a.m., Tuesday, July 8, 2025
RE: Cliffside Acquisition
MEMO DATE: July 3, 2025

Real Estate Land Commitment: much longer than Parks & Open Space's history of stewarding open space, the land in this community has been important to American Indian, urban native, Indigenous, and other cultural communities that continue to live here. We are making meaningful changes to how we do our work that include them, incorporate their perspectives, and honor their land stewardship legacy. Parks & Open Space operates within modern legal constructs of land ownership to steward Boulder County open space and accomplish these efforts on behalf of our community.

Summary

Boulder County proposes to acquire fee title to 53 acres owned by Cindy and David Johnson, for \$1,160,000. The property has an address of 1810 Stone Canyon Road, Lyons CO, and is located on Stone Canyon Road, approximately 1.75 miles north of Highway 36 in Lyons. Staff supports this acquisition.

Background Information

The Cliffside property is approximately 53 acres located on Stone Canyon Road and adjacent to the county's Southdown Indian Mountain open space property. The property is bordered on two sides by county owned open space (Neal to the north, Southdown Indian Mountain on the east) and BLM land to the south. The property has an appraised value and proposed purchase price of \$1,160,000. The property had a residence that was burned in the Stone Canyon fire. The property is now vacant and has a working well that would need some surface improvements to repair damages from the fire.

Deal Description

Boulder County would acquire the property for \$1,160,000. Mineral rights are intact and would also be acquired by the county.

Acquisition Summary

\$1,160,000	Land Price (includes mineral rights)
<u>\$0</u>	Water Price
\$1,160,000	Total Price (Fund Source: Conservation Trust Fund)
<u>\$0</u>	Donation Value
\$1,160,000	Total Value

Boulder County will acquire these interests:

- 52.68 Acres (Fee) [\$20,121/acre]
- 1 Building Rights [\$1,060,000/right]
- All Mineral Rights [\$100,000]

The property is not subject to an oil and gas lease.

Boulder County Comprehensive Plan Designations

The Boulder County Comprehensive Plan (Comp Plan) provides information about the area's agricultural, cultural, environmental, and other open space resources (including passive recreation, community buffers, and scenic viewsheds). Maps in the Comp Plan indicate the following designations of these resources near the property: Archaeologically Sensitive Area, Rabbit Mountain Environmental Conservation Area, Rabbit Mountain High Biodiversity Area (B1: Outstanding Biodiversity Significance), Indian Mountain Natural Landmark, and Significant Agricultural Land of Local Importance.

Potential Uses

The property is currently used for private passive recreation. Acquisition of this property would complete open space acquisition efforts on the west side of Dowe Flats. The county may decide to manage the property as part of the Rabbit Mountain complex. Since it lies on the west side of Indian Mountain, the property could also be managed as a separate property if the county were to decide to use it to accomplish land restoration goals with a native tribe. This potential use is the reason for using Conservation Trust Fund dollars to fund the acquisition.

Parks & Open Space will determine whether current uses of the property will continue or whether other open space uses of the property may be suitable. The process to determine specific future open space uses (including public access via trails or other passive recreation versus closures that protect a property's open space resources) is an involved planning process that can only be done after acquisition. Parks & Open Space staff need ample time after acquisition to evaluate the property, and no evaluations about other potential future uses have been made at this time.

POSAC Input

Staff presented this acquisition to POSAC on June 26, 2025, as an information item and no concerns were noted.

Staff Recommendation

Staff recommends approval. The acquisition of the Cliffside property will complete the county's open space acquisition efforts on the west side of Dowe Flats and provides the county with the option to use the property to accomplish land restoration goals with a native tribal nation.

BOCC Action Requested

Approve the request as described above and as verbally presented by staff, if applicable.

Close-Up Map



**BOULDER COUNTY
BOARD OF COUNTY COMMISSIONERS
PUBLIC MEETING**

July 8, 2025 at 9:30 a.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 MEETING

STAFF PLANNER: Jessi Lammers

STAFF RECOMMENDATION REGARDING:

Commissioners' Call-up of SPR-24-0098: Jocas Garage (continued from April 15, 2025)

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
July 8, 2025 Staff Memo	1 – 2
SPR-24-0026 Jocas Garage staff report for April 15, 2025 BOCC Hearing	A1 – A137
New Material from Applicant prior to April 15, 2025 BOCC Hearing	B1
Public Comment received after February 11, 2025	C1

SUMMARY

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) called-up the Director's determination for review before the Board pursuant to Art. 4-809 of the Boulder County Land Use Code (the Code) and a public hearing was held on April 15, 2025.

Link to the video of the April 15, 2025 BOCC hearing can be found here: [Meeting of the Board of County Commissioners](#).

At the April 15, 2025 BOCC hearing, there was a split vote between the two Commissioners present. Article 4-809.D of the Code requires the commissioners to ***affirm the Director's decision, alter conditions, add new conditions, or reverse the Director's determination on any aspect of the Site Plan Review application*** based on the evidence presented at the public hearing and also states that *no permit shall be issued until and unless the Board acts on the Director's determination at the public hearing, and approves the site plan.*

Consequently, the April 15, 2025 proceedings were continued to July 8, 2025 to allow a third commissioner to attend. At the public meeting on July 8, 2025, the Commissioners are asked to discuss and act on the Director's determination for *SPR-24-0098 Jocas Garage*.

Please note: The July 8, 2025 proceedings will be a public meeting (versus a public hearing) since the public hearing portion of the docket was closed on April 15. No more public comment will be accepted on July 8.



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.

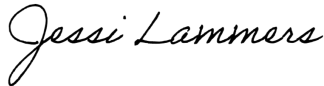
Site Plan Review approval is valid for three years from the date of this letter although any changes in County regulations could affect the proposal prior to application for a building permit. In order to be issued a building permit, the project must comply with all policies and regulations in effect 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
 Page 1 of 8
 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
 Page 2 of 8
 January 30, 2025

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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 January 30, 2025

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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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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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.



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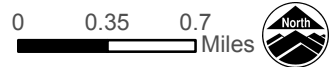
Vicinity

2566 CRESTRIDGE CT

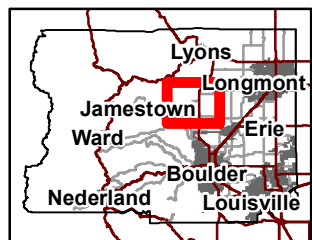
Subject Parcel

Subdivisions

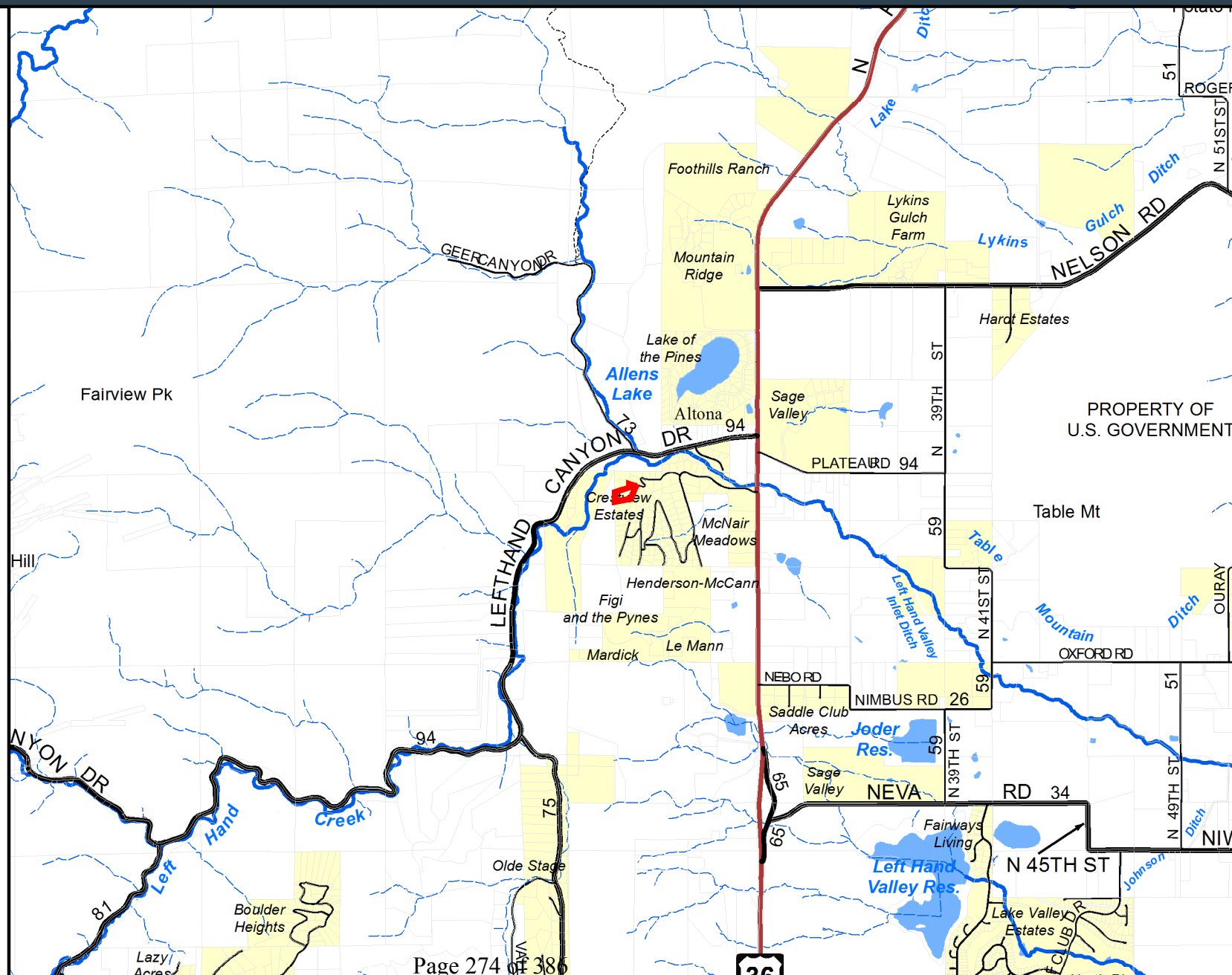
Subdivisions



Area of Detail Date: 11/26/2024



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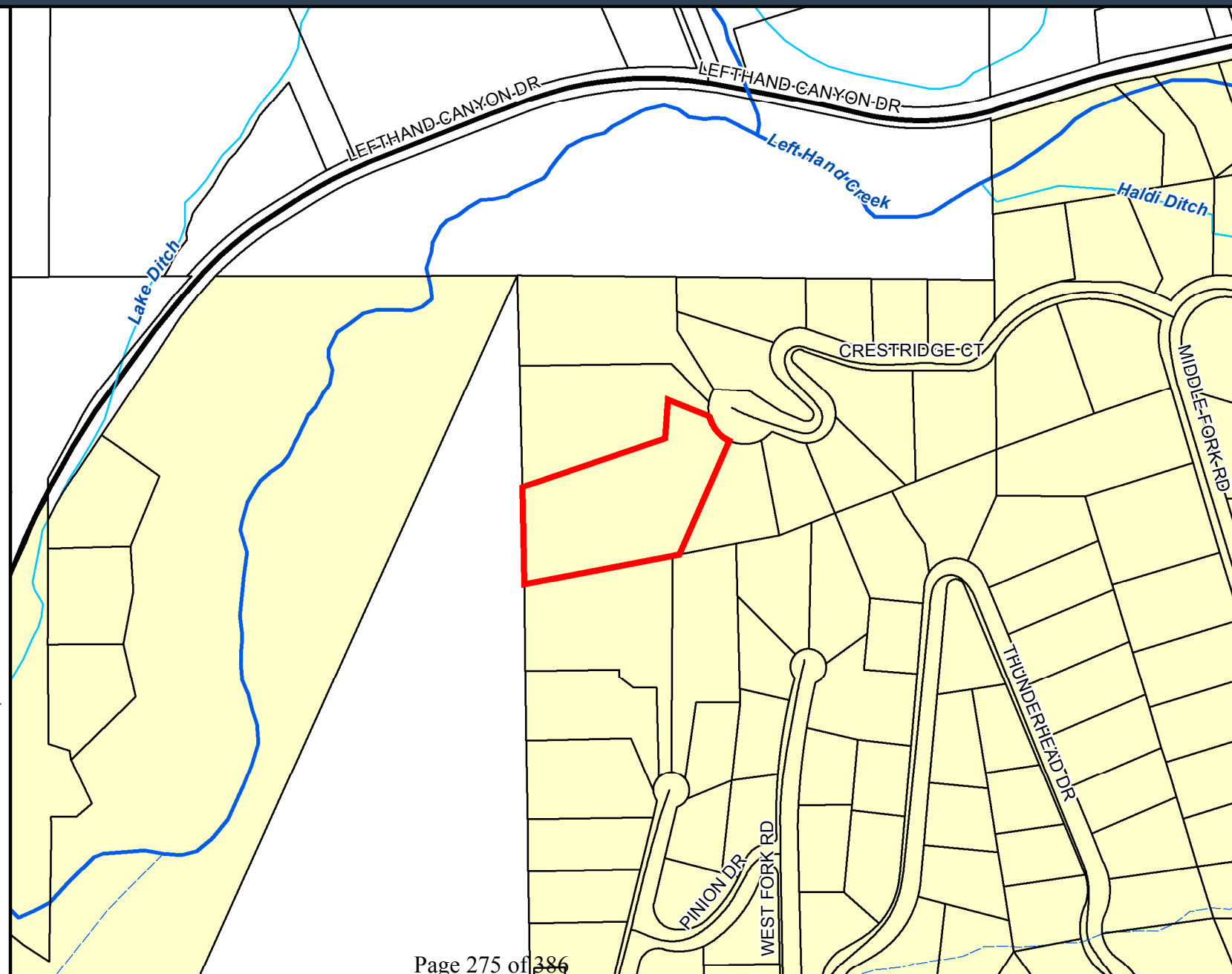
Location


2566 CRESTRIDGE CT

 Subject Parcel

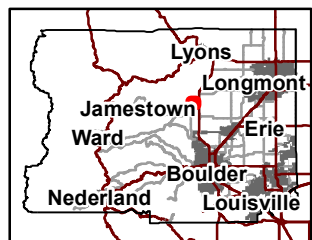
Subdivisions

 Subdivisions



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Aerial

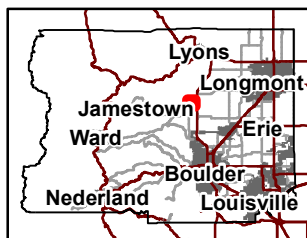
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 Subject Parcel

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Aerial

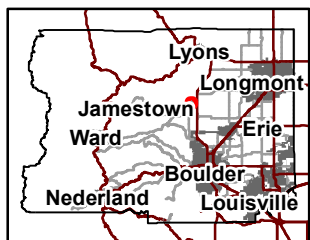
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 Subject Parcel

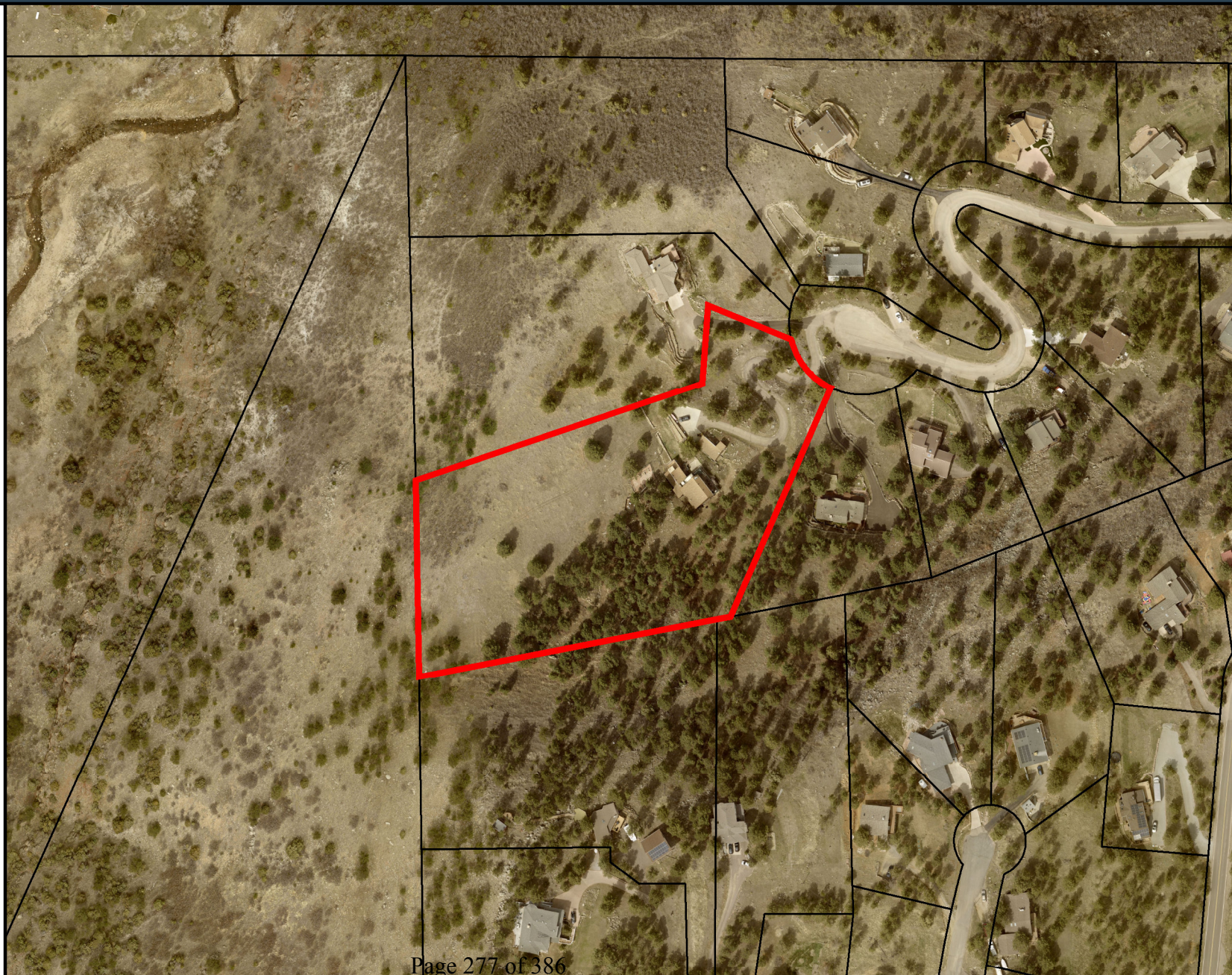
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Miles



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Comprehensive Plan

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Subject Parcel

NLNA Buffer

Archeologically Sensitive Travel Routes

Archeologically Sensitive Travel Routes

Riparian Areas

Archeologically Sensitive Areas

Archeologically Sensitive Areas

Riparian Habitat Connectors

High Biodiversity Areas

B2: Very High Biodiversity Significance

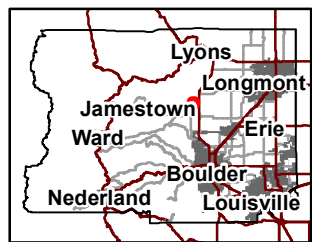
Natural Landmarks
Natural Areas

Significant Agricultural Land

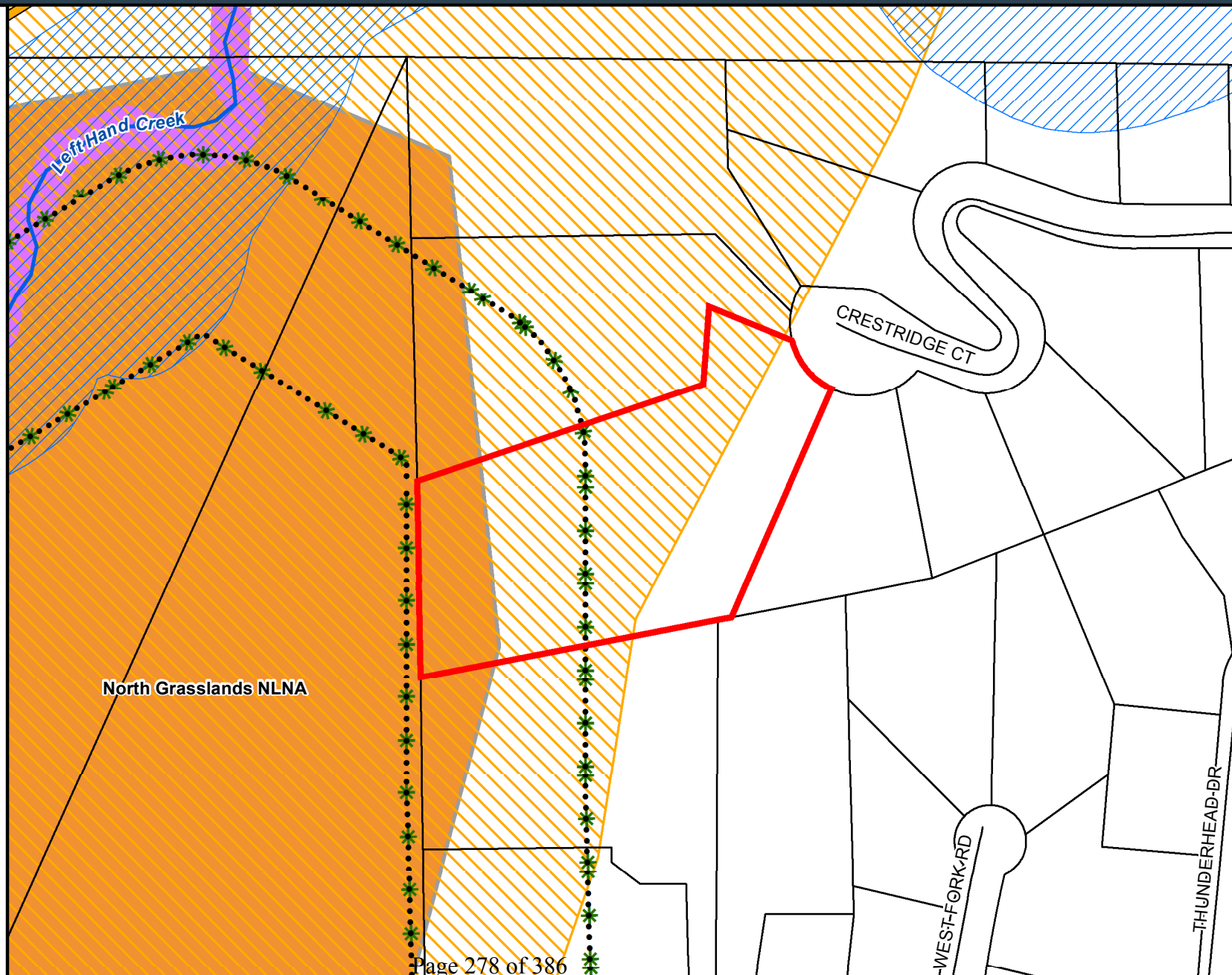
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Ag of Local Importance

Date: 11/26/2024



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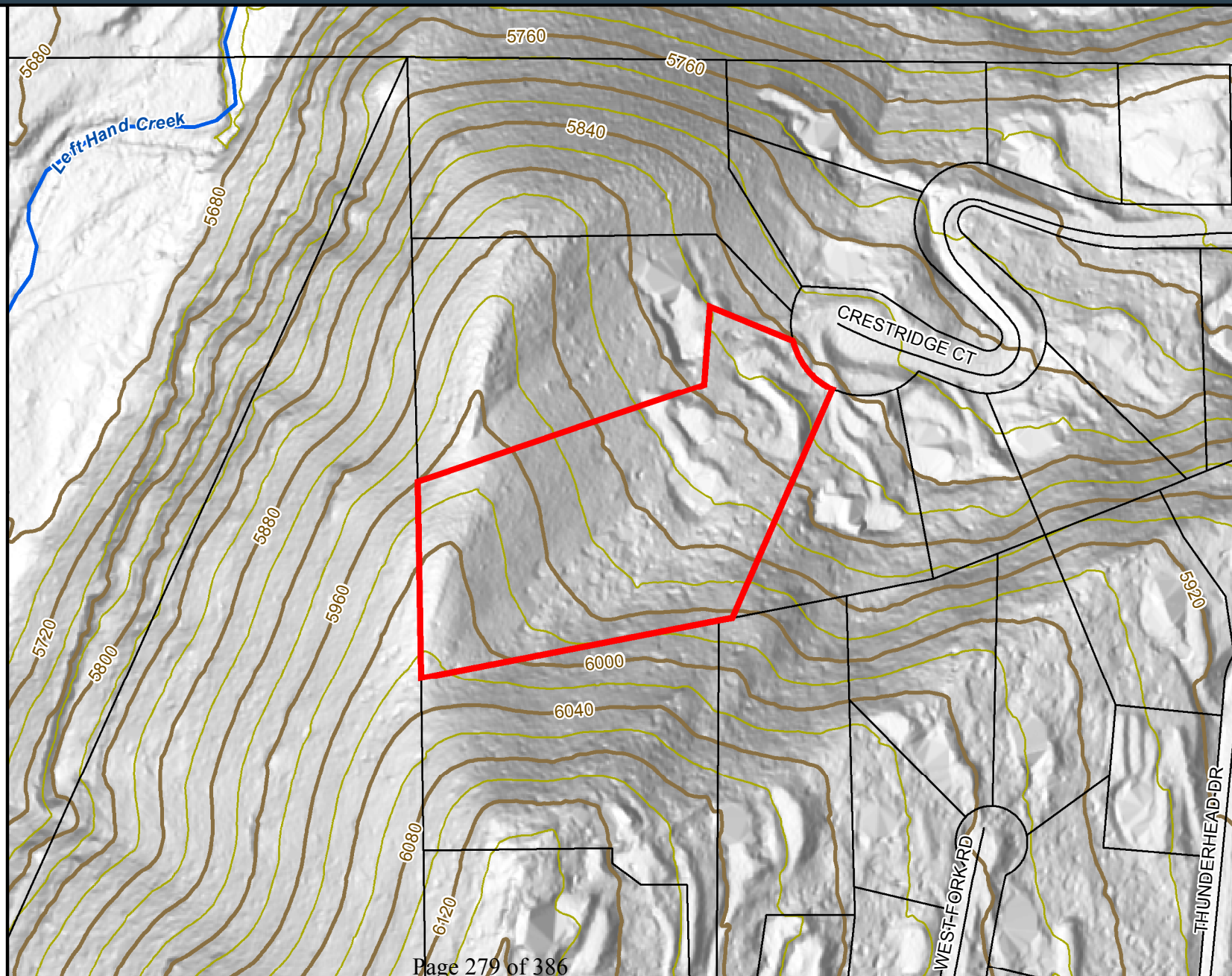
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Elevation Contours

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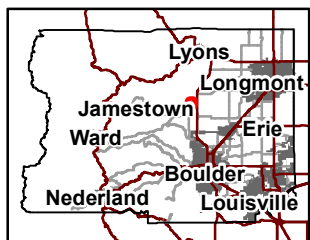
- ▭ Subject Parcel
- Contours 40'
- Contours 20'



0 0.015 0.03
Miles



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Geologic Hazards

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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

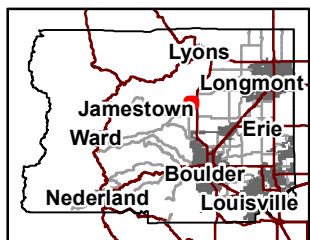
High

Moderate

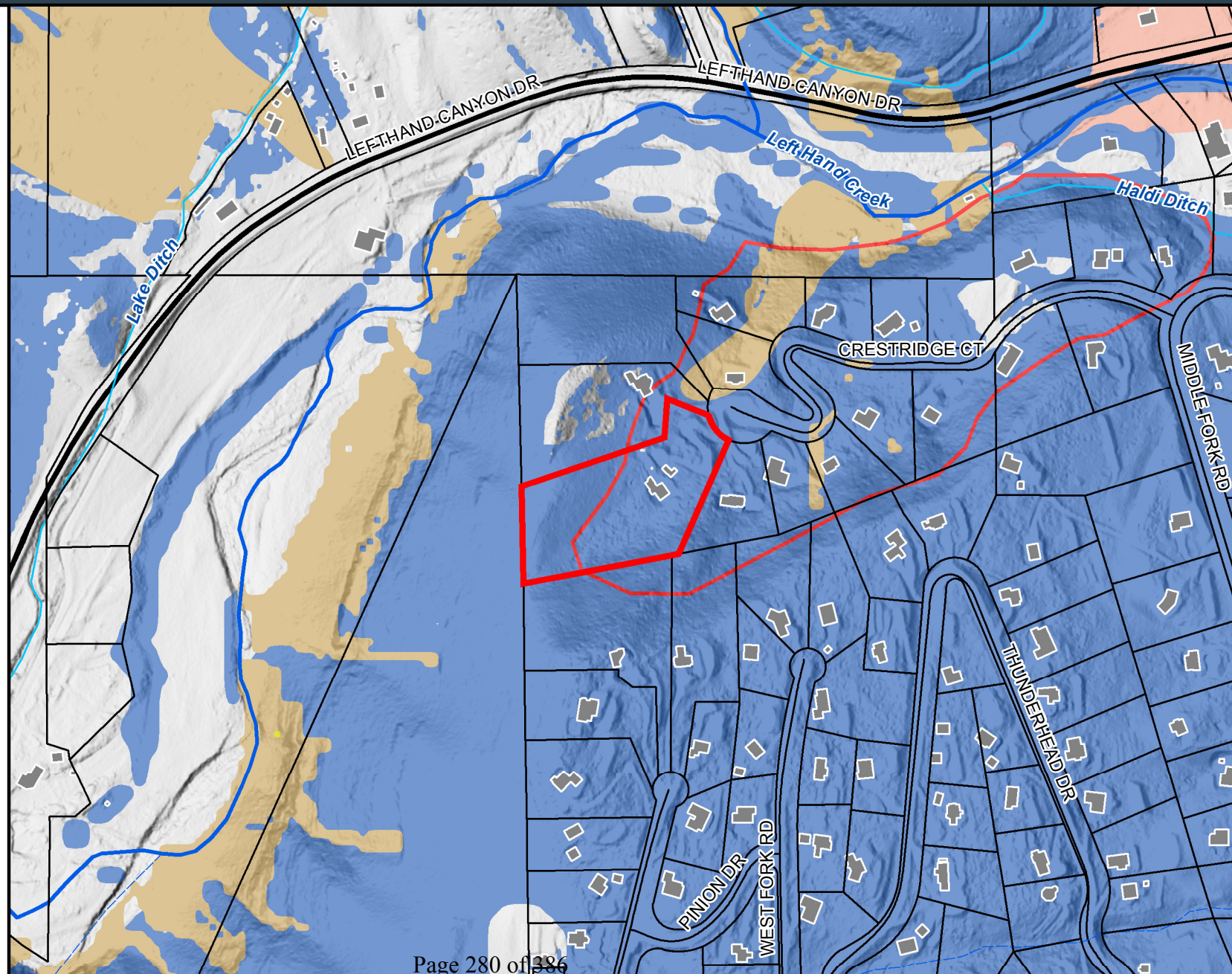
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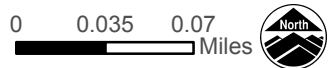
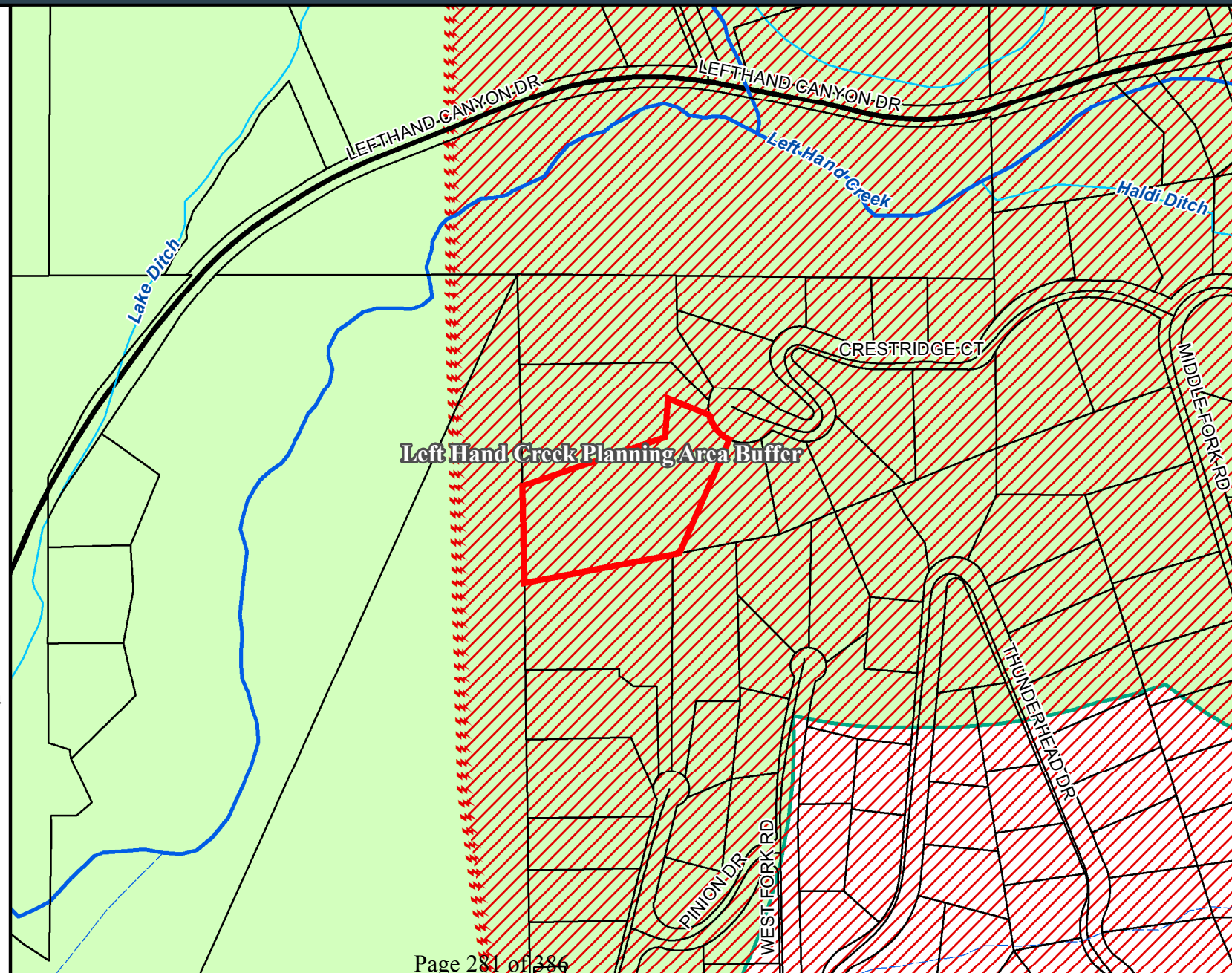
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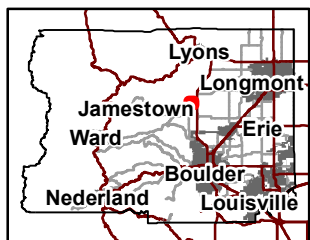
Planning Areas

2566 CRESTRIDGE CT

-  Subject Parcel
-  Telecom Protection
-  Creek Planning Area



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Public Lands & CEs

2566 CRESTRIDGE CT

Subject Parcel

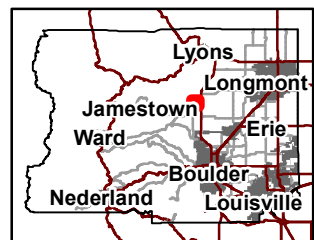
Boulder County Open Space

County Open Space
 County Conservation Easement

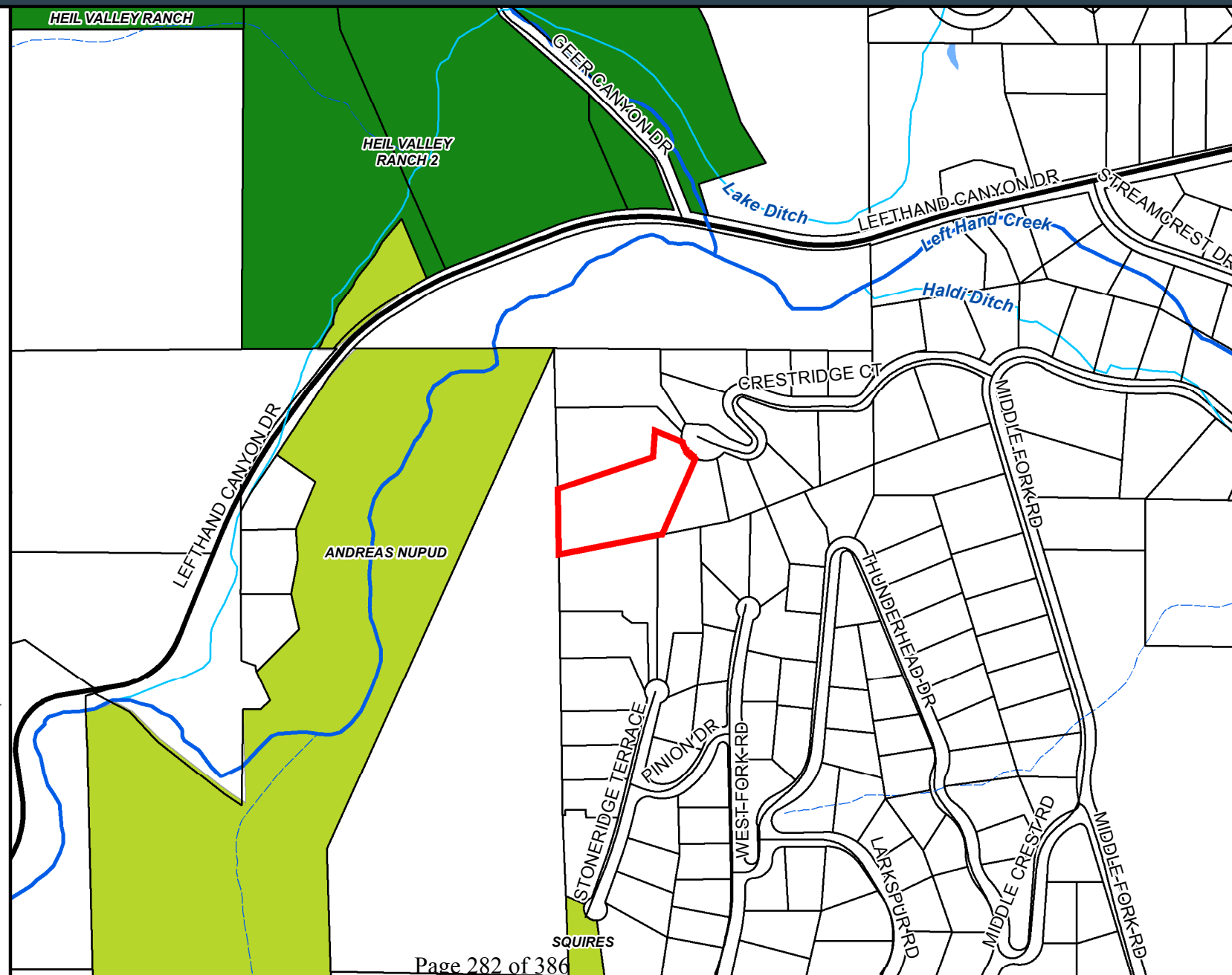
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Zoning

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Subject Parcel

Zoning Districts

Agricultural

Forestry

Rural Residential

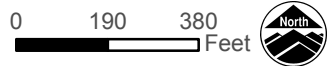
Ditch Setbacks

20 feet

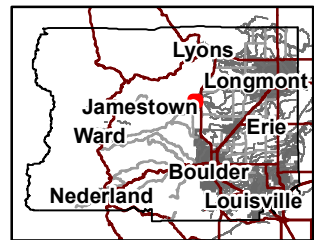
50 feet

Major Road Setbacks

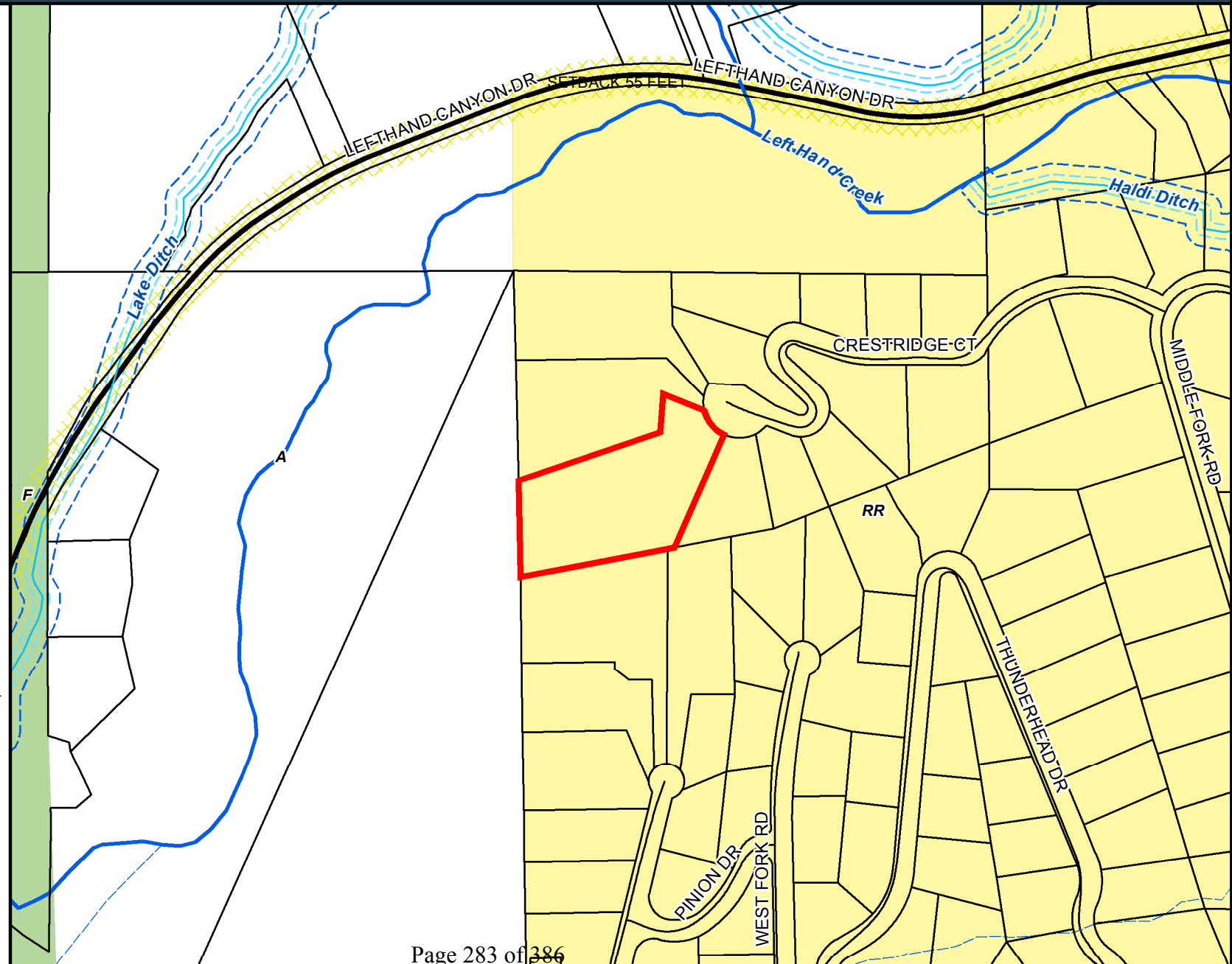
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Integrate. Iterate. Generate.
www.Context-Architect.com

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)

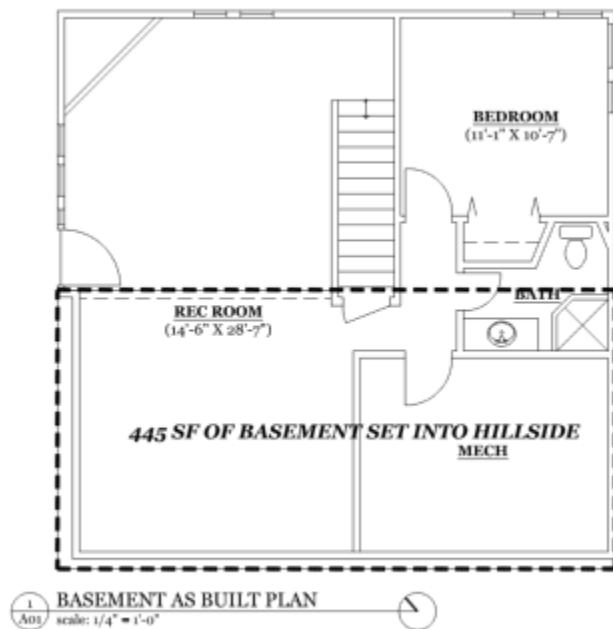


View of the South side of the home

(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:

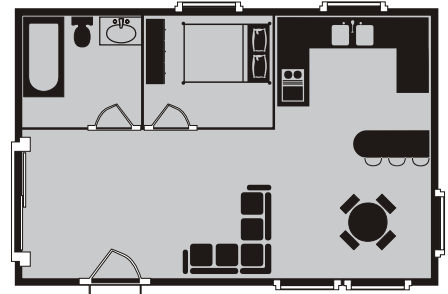
Property Address/Location:

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.)				sq. ft.	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.

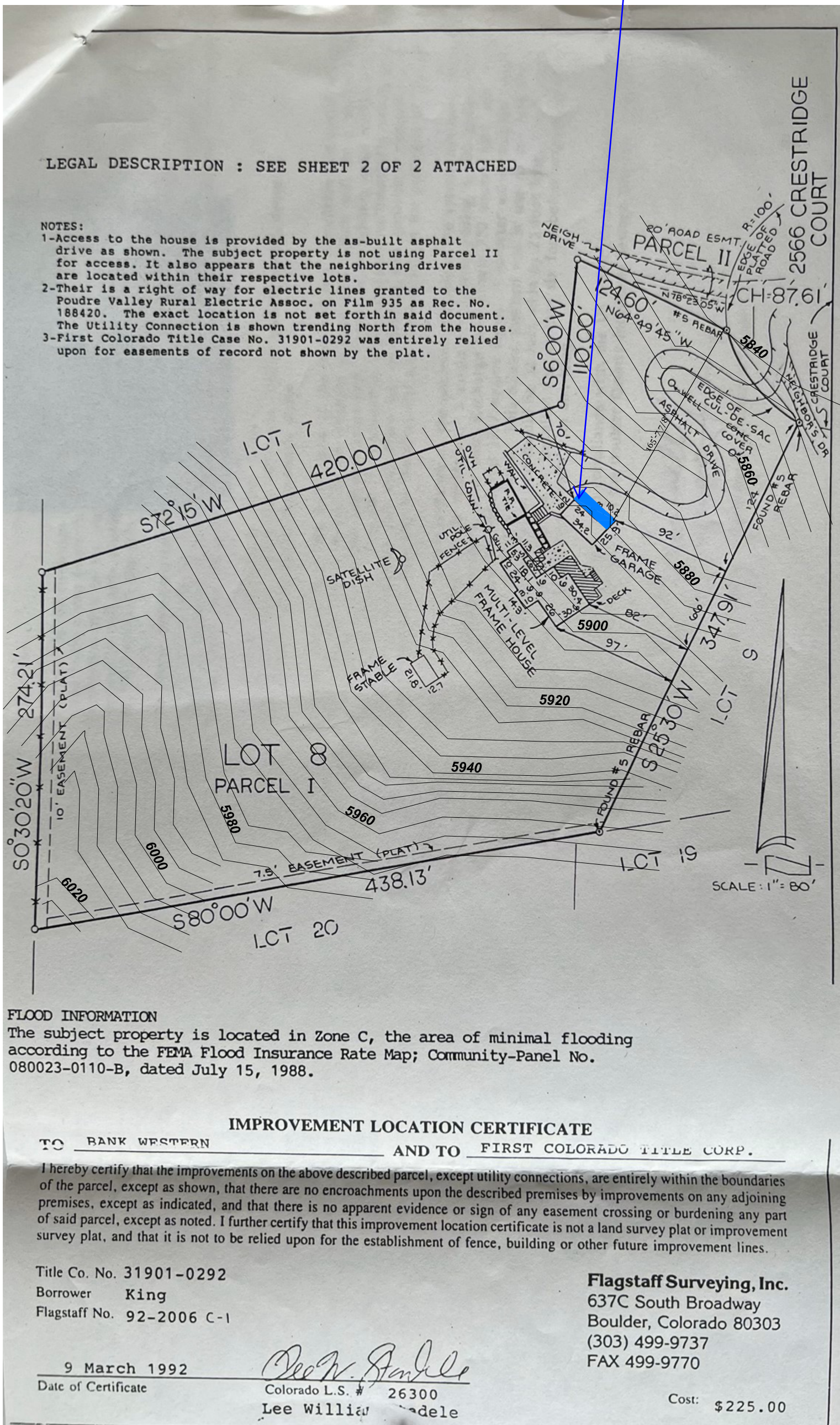
Certification

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
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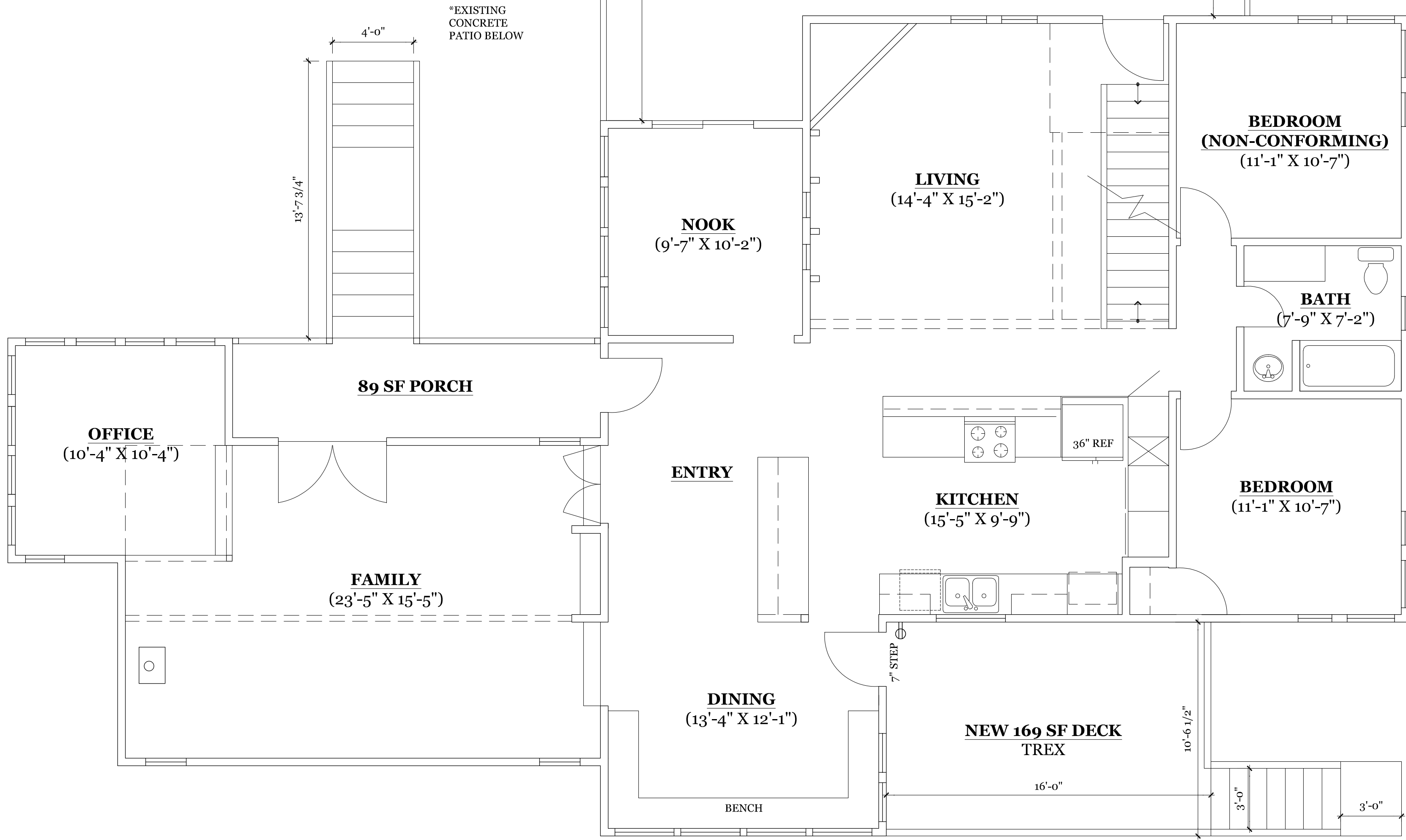
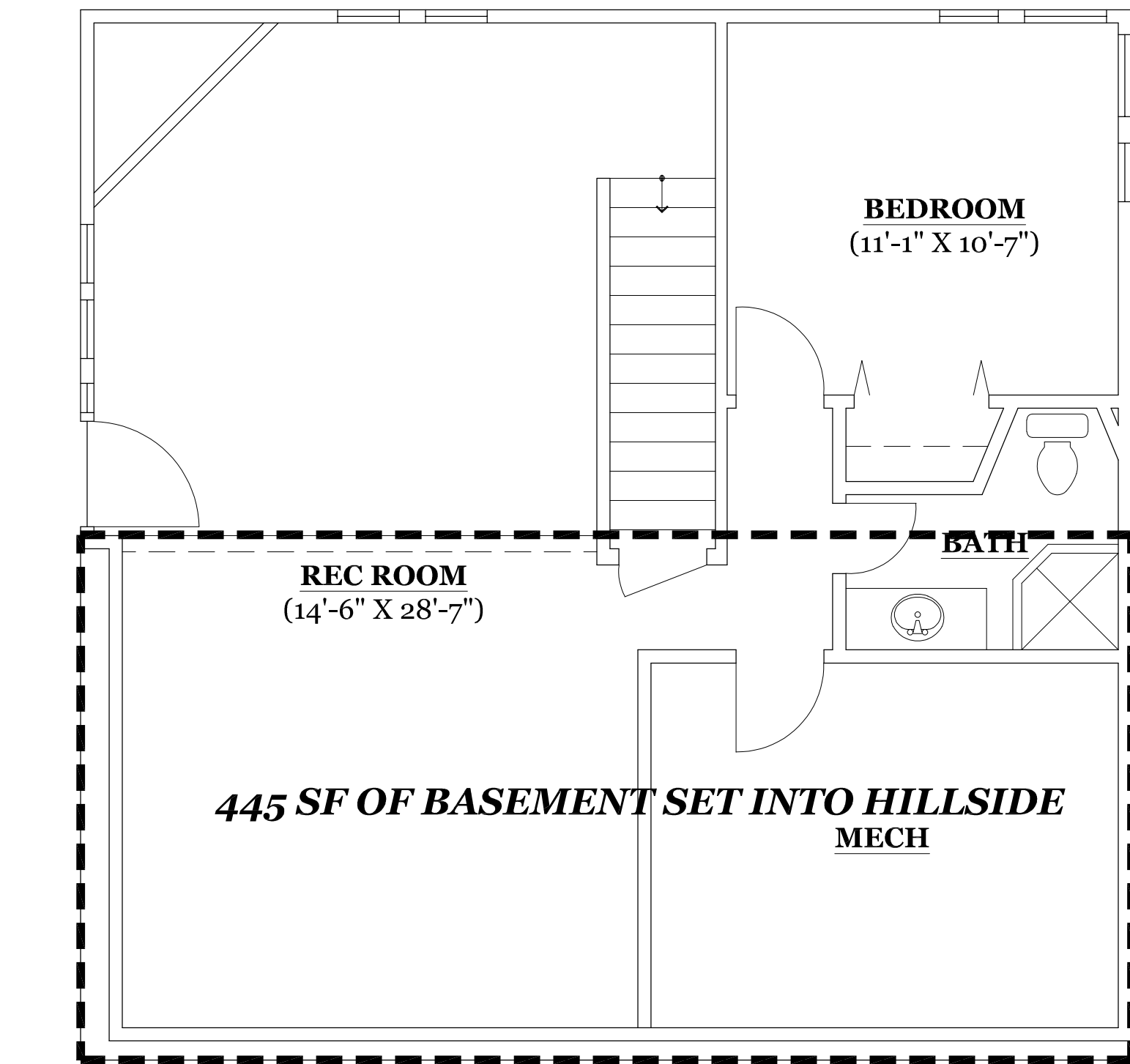
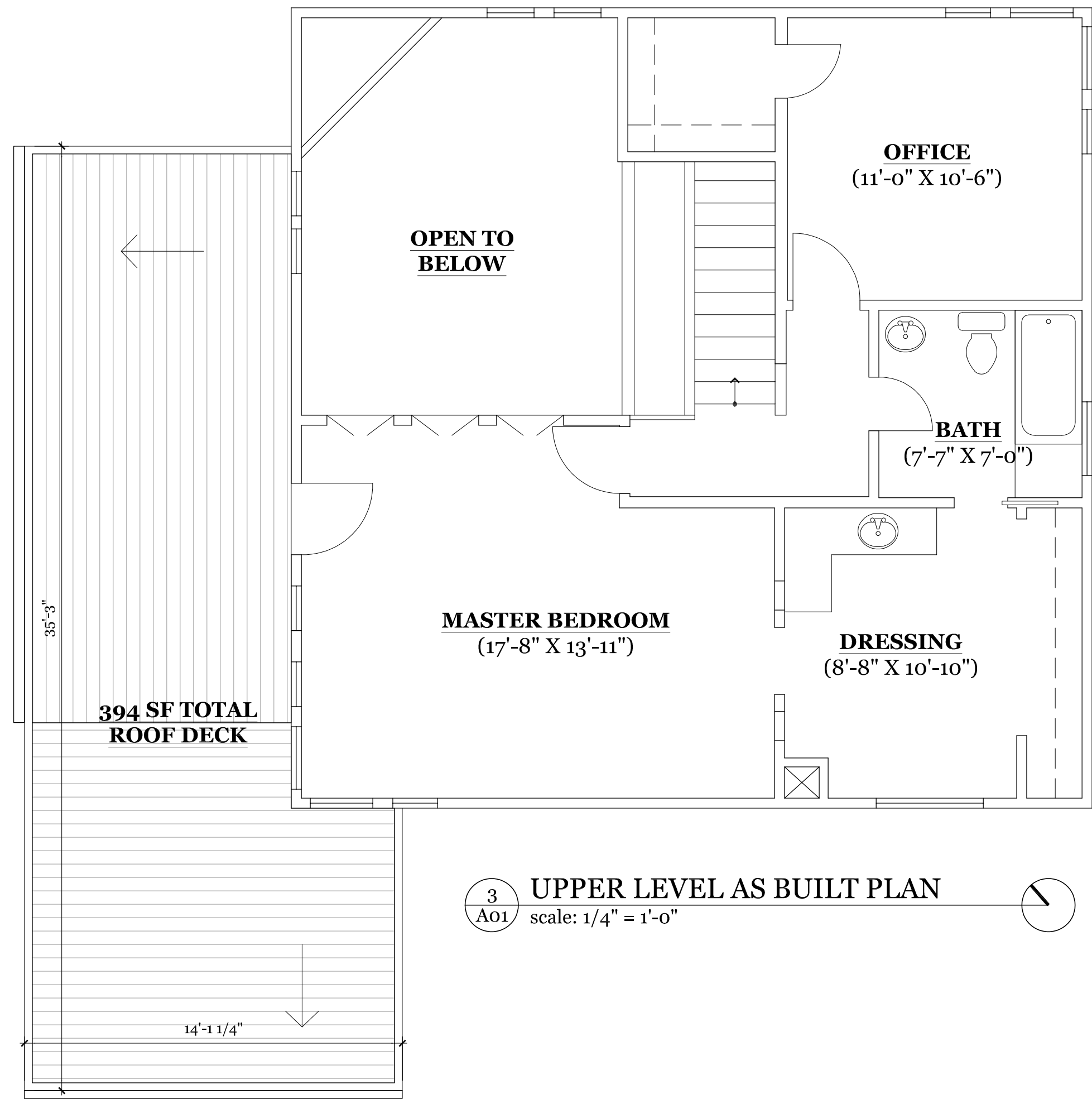
2566 Crestridge Ct., Boulder, CO 80302

CONVERT CARPORT TO GARAGE

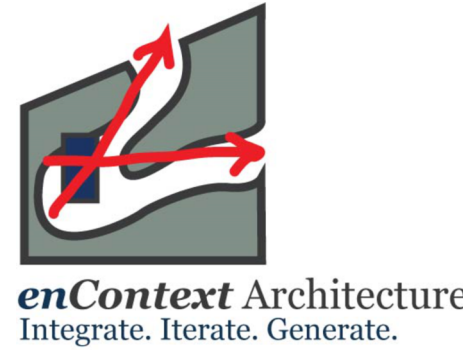


2566 CRESTRIDGE CT, BOULDER, CO:

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*

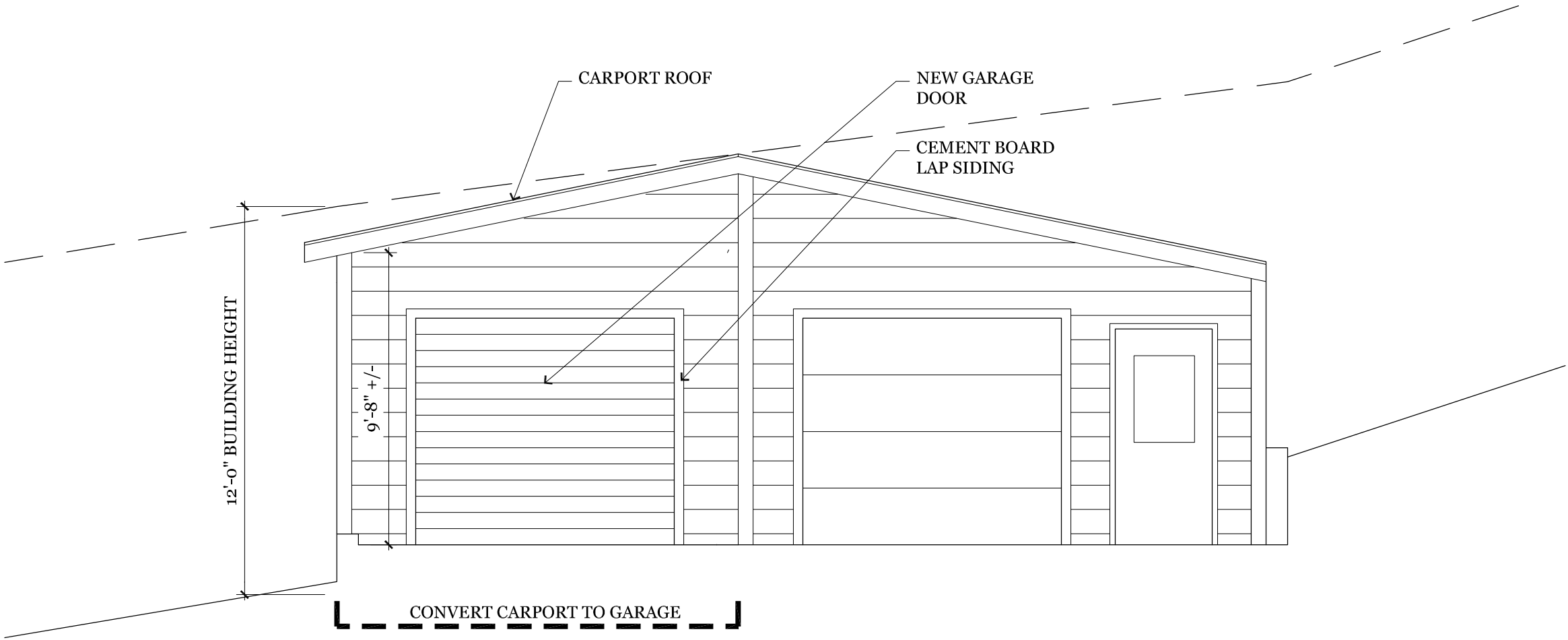
APPLICABLE BUILDING CODES:

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

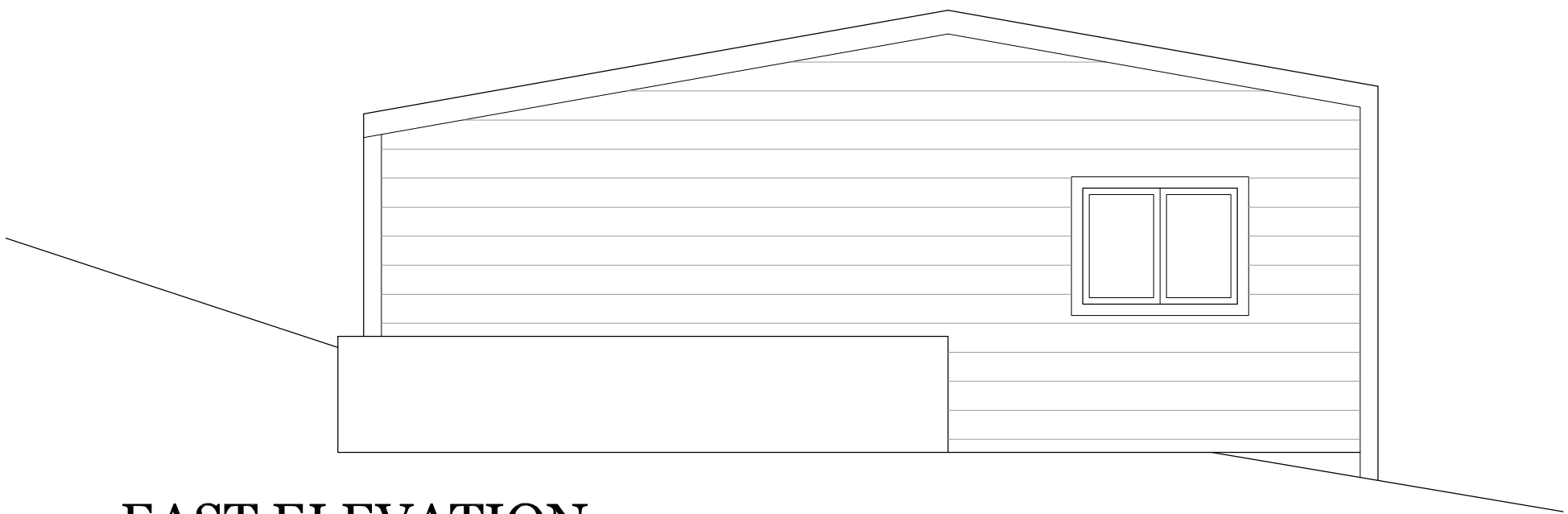
TOTAL EXISTING RFA: 4,051 SF (PSM = 4,132 SF)
***REMAINING AVAILABLE RFA: 131 SF**

NEW PROPOSED:

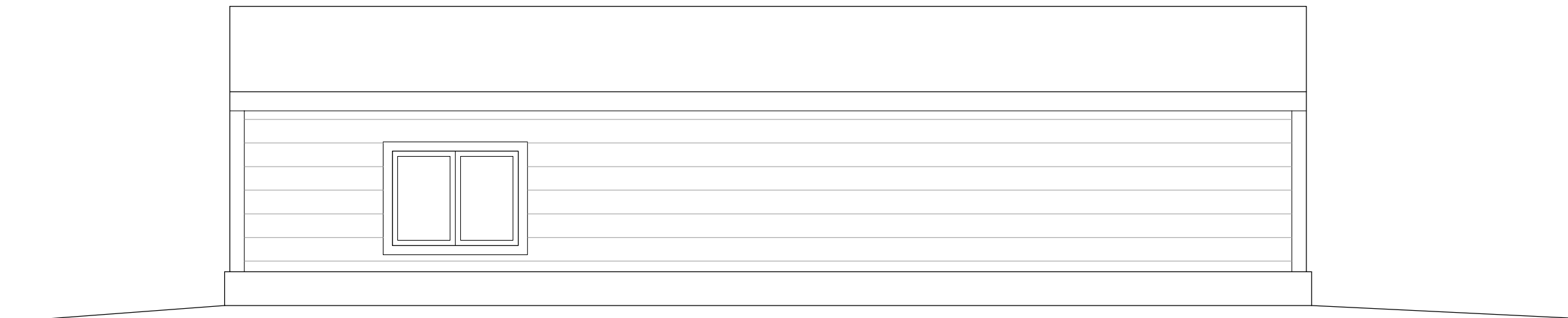
- 122.5 SF SHOP/GARAGE ADDITION
- 285.5 SF CARPORT CONVERSION TO GARAGE (REQUESTING RSF EXEMPTION OF 154.5 SF)



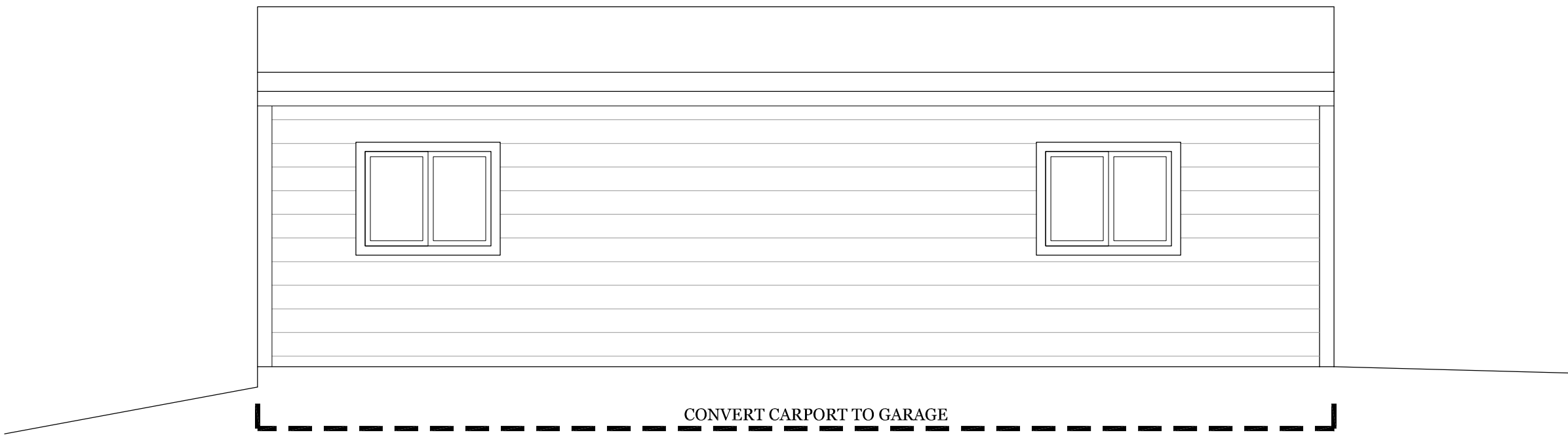
3 WEST ELEVATION
A01 scale: 1/4" = 1'-0"



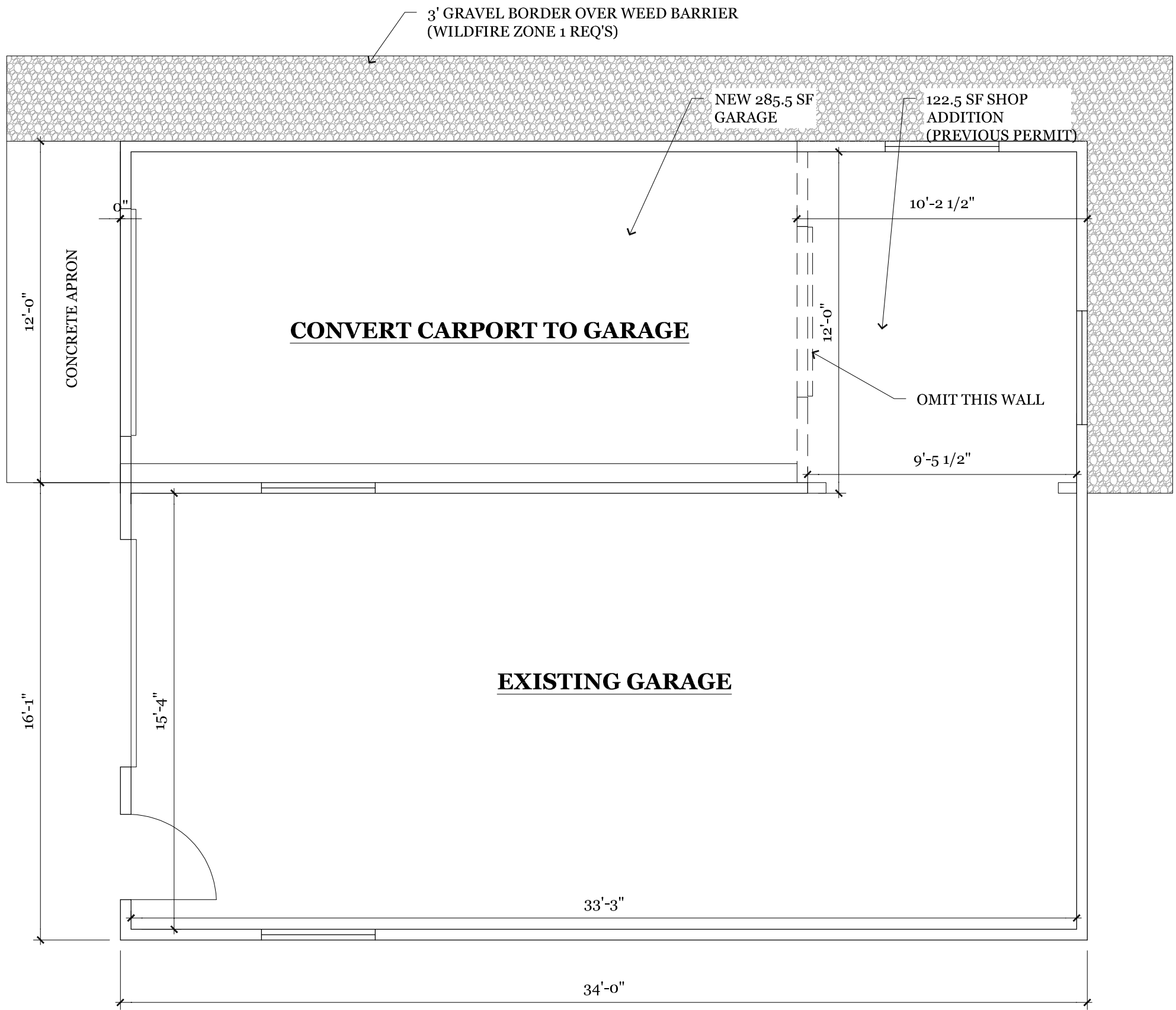
4 EAST ELEVATION
A01 scale: 1/4" = 1'-0"



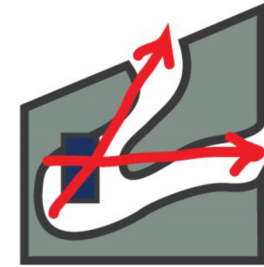
5 SOUTH ELEVATION
A01 scale: 1/4" = 1'-0"



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

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No.	Revision/Issue	Date

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

CONTRACTOR:

Project	Sheet
SITE REVIEW	A01
Date	12.23.24
Scale	PER DRAWINGS

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



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

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 jammers@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.

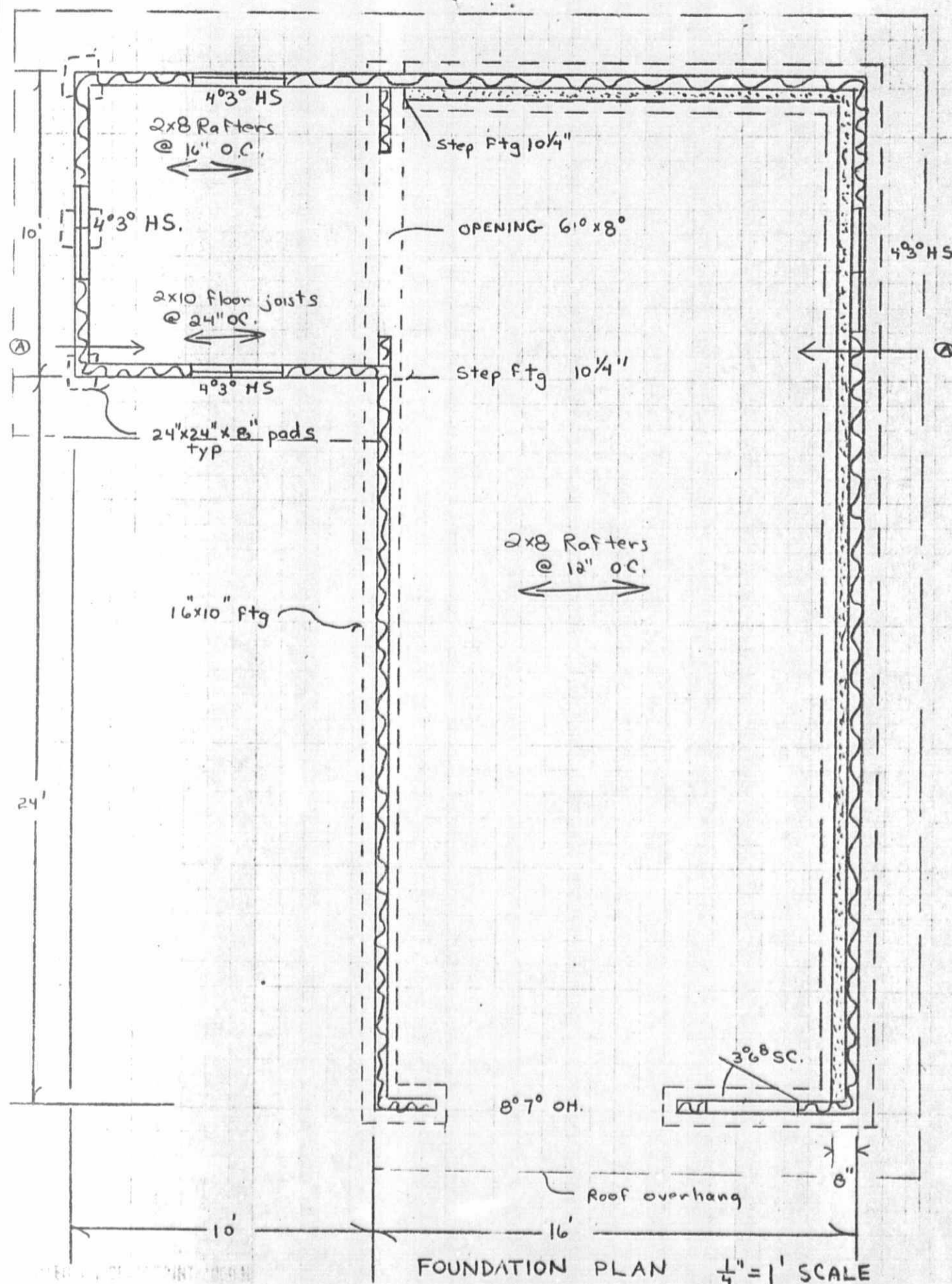
This letter is not considered formal consultation under Section 106 of the National Historic Preservation Act (36 CFR 800) or the Colorado Register of Historic Places (CRS 24-80.1). In the event that there is federal or state agency involvement, please note that it is the responsibility of the agencies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



Office of Financial Management

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

MEMORANDUM

Date: 6/12/2025
To: Board of County Commissioners
From: Emily Beam, Budget Officer
Subject: Proposal to Eliminate Full Time Equivalent (FTE) Vacancies

Background

The Office of Financial Management is requesting a \$3,646,065 reduction to ongoing personnel budgets and the elimination of 34.00 Full-Time Equivalent (FTE) positions which have been vacant for greater than one year.

A review of all long-term vacancies has been conducted and Human Resources has provided an inventory of all positions that have remained vacant for over one year, as of May 12, 2025. In preparation for the 2026 budget adoption cycle and in alignment with the county's goals to address the current structural deficit, we are proposing eliminating all the identified positions and respective budgets.

Funds	Position Name	FTE	Sum of Budget
101 - General Fund	1242-Community Justice Professional II	1.00	99,463
	1715-Admin Specialist	1.00	85,882
	1876-Community Justice Professional II	1.00	99,463
	2393-Senior Policy Analyst	1.00	170,062
	2443-Custodian	1.00	70,257
	3769-Community Justice Professional II	1.00	99,463
	8147-Program Specialist II	1.00	99,463
	8188-Accountant II	1.00	107,627
101 - General Fund Total		8.00	831,681
111 - Road and Bridge Fund	3789-Road Maintenance Ops/Admin Supervisor	1.00	146,903
111 - Road and Bridge Fund Total		1.00	146,903

(continues)

Funds	Position Name	FTE	Sum of Budget
112 - Social Services Fund	2592-Business Analyst	1.00	131,582
	2594-Applications Developer	1.00	146,277
	3018-Program Specialist II	1.00	99,463
	3053-Senior Data Analyst	1.00	148,293
	3140-Human Services Caseworker B	1.00	98,232
	3143-Human Services Casework Manager	1.00	125,372
	3178-Human Services Casework Manager	1.00	125,372
	3282-Program Specialist II	1.00	99,463
	3434-Program Specialist I	1.00	85,928
	3503-Human Services Caseworker B	1.00	98,232
	3536-Human Services Caseworker C	1.00	108,359
	3615-Program Specialist III	1.00	109,717
112 - Social Services Fund Total		12.00	1,376,290
115 - Developmental Disabilities Fund	2552-Program Specialist I	1.00	85,928
	2719-Program Specialist I	1.00	85,928
115 - Develop. Disabilities Fund Total		2.00	171,856
117 - Dedicated Resources Fund	2945-Head Start Program Assistant	1.00	72,182
	3771-Community Justice Professional II, Clinical	1.00	104,414
	8151-Program Specialist I	1.00	85,928
	8179-Program Specialist III	1.00	109,717
	8388-Community Justice Professional III	1.00	109,717
	8509-Community Service Program Manager B	1.00	126,944
	8512-Program Specialist II	1.00	99,463
	8515-Program Specialist II	1.00	99,463
	8517-Program Specialist II	1.00	99,463
	8571-Data Analyst I	1.00	107,627
	8584-Clinical Community Justice Professional II	1.00	104,414
117 - Dedicated Resources Fund Total		11.00	1,119,334
Grand Total		34.00	3,646,065



Office of Financial Management

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

MEMORANDUM

Date: June 9, 2025
To: Board of County Commissioners
From: Emily Beam, Budget Officer
Subject: 2025 Quarter 2 Budget Amendment requests

The Office of Financial Management requests guidance on 50 budget requests totaling \$20,477,980 for QTR 2 Budget Amendments. Any correction or carryover request have been identified as recommended by the Budget Officer.

Summary by Fund

2025 QTR2 Budget Amendment Requests

Fund	Total Requests	Amount Requested
101	27	1,749,044
111	4	5,189,934
117	5	1,028,212
124	1	54,140
135	1	240,000
136	1	121,820
141	3	11,543,718
151	7	479,501
174	1	71,612
Grand Total	50	20,477,980

Note: Requests were assigned numbers to make discussion easier. These are not ranked in any order of importance.

General Fund 101

Community Services Department

Request #1 – The Community Services Department is requesting a one-time increase of \$561,000 to the inter-fund transfers budget in the General Fund (Fund 101), General Administration appropriation (CO26) to provide additional subsidization of the Head Start program.

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

Head Start programs and services have experienced a significant reduction in the Child Care Assistance Program (CCAP), in Universal Preschool (UPK), and other ongoing grant funding which have resulted in the division's current projected deficit of \$397,000 for the 2024-2025 program year. Head Start has received an extension of their current federal award but assumes flat funding from this source resulting in a projected year end 2025 deficit of \$561,000.

Ongoing annual subsidies for the county's Head Start program are currently \$727,204 annually after receiving approval for an ongoing increase of \$260,000 in 2024.

This request is aligned with direction received by the Board at the [April 15, 2025 Head Start Report Public Meeting](#).

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
101	CO26	Community Services	Headstart Subsidy	One Time	Fund Balance	561,000

Public Works Department (PWD)

Request #2 – The Public Works Department is requesting a one-time amendment of \$570,000 for the General Fund (Fund 101), county Fleet appropriation (CAP2) for additional 2025 fleet replacements.

As part of the 2024 Fleet utilization study, Ron Turley Associates (RTA) provided an optimal funding recommendation of 2.2 million dollars per year to address the current backlog of vehicles overdue for replacement and expedite the integration of EVs. To kick start the process, PWD identified 9 additional vehicles and pieces of equipment in critical need of replacement at a total cost of \$570,000.

This request is aligned with direction received by the Board at the May 7, 2025 Office of county Administrator internal meeting with the Board.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
101	CAP2	Public Works	Additional Fleet Replacement Budget	One Time	Fund Balance	570,000

Sheriff's Office (SO)

Request #3 – The Sheriff's Office is requesting a recurring budget amendment for \$1,461,772 for the General Fund (101), Sheriff's Office appropriation (SH11) to hire an additional 23 Full-Time Equivalents (FTEs) as partial staffing for the new booking/housing wing of the Boulder County Jail. The request is to hire ten Deputy I positions, two Deputy II positions, six detention specialists, and five nurses. Hiring and training these new employees in the next few months will get the Sheriff's Office significantly closer to full activation of the new space. As jail maintenance projects are completed and the required staff are hired and trained, the new housing space can be fully activated to reduce overcrowding and eventually return to in-person visitation.

These are the same positions that came forward in the Q1 Budget Amendment process.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Ongoing	Fund Balance	64,340
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Ongoing	Fund Balance	64,340
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Ongoing	Fund Balance	64,340
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Ongoing	Fund Balance	64,340
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Ongoing	Fund Balance	64,340
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Ongoing	Fund Balance	64,340
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Ongoing	Fund Balance	64,340
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Ongoing	Fund Balance	64,340
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Ongoing	Fund Balance	64,340
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Ongoing	Fund Balance	64,340
101	SH11	Sheriff's Office	1.0 FTE Deputy II New Jail Booking Wing	Ongoing	Fund Balance	88,681
101	SH11	Sheriff's Office	1.0 FTE Deputy II New Jail Booking Wing	Ongoing	Fund Balance	88,681
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wing	Ongoing	Fund Balance	50,722
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wing	Ongoing	Fund Balance	50,722
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wing	Ongoing	Fund Balance	50,722
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wing	Ongoing	Fund Balance	50,722
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wing	Ongoing	Fund Balance	50,722
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wing	Ongoing	Fund Balance	50,722
101	SH11	Sheriff's Office	1.0 FTE Corrections Nurse New Jail Booking Wing	Ongoing	Fund Balance	67,336
101	SH11	Sheriff's Office	1.0 FTE Corrections Nurse New Jail Booking Wing	Ongoing	Fund Balance	67,336
101	SH11	Sheriff's Office	1.0 FTE Corrections Nurse New Jail Booking Wing	Ongoing	Fund Balance	67,336
101	SH11	Sheriff's Office	1.0 FTE Corrections Nurse New Jail Booking Wing	Ongoing	Fund Balance	67,336

Request #4 – The Sheriff's Office is requesting an ongoing negative budget amendment in the amount of (\$1,147,300) for the General Fund (101), Sheriff's Office appropriation (SH11).

This is a correcting entry to remove the budget that was included in the 2025 budget process for eight jail deputy positions. These unbudgeted Full-Time Equivalent (FTE) positions were originally approved by the Board during the FY24 budget process to allow the jail to overfill the jail deputy position to assist with staffing issues. These positions were included in the Sheriff's Office budget in error for the FY25 budget year.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
101	SH11	Sheriff's Office	2025 Correction to overfill FTE Budget	One Time	Fund Balance	(1,147,300)

Request #5 – The Sheriff's Office (SO) is requesting a one-time amendment for the General Fund (101), Sheriff's Capital appropriation (CAP3) in the amount of \$303,572 for replacement of Sheriff's vehicles that were not approved in the 2025 budget process.

During the 2025 budget process, the Sheriff's Office requested \$1,203,572 to fund the replacement of 15 vehicles. They were awarded \$900,000, creating a shortfall of \$303,572. Without these additional funds the Sheriff's Office estimates they will fall behind on their replacement schedule.

Delayed replacement of the SO fleet results in additional maintenance and repair costs. As vehicles age, the SO loses the ability to take advantage of valuable factory warranties; most vehicles carry warranties of three years and 36k miles for bumper-to-bumper and five years and 60k miles for power train (engines and transmissions). Most SO vehicles fall into a category of "Severe Service" and at 100k miles, significant mechanical issues with transmissions and engines occur. Replacing or repairing transmissions and engines is very expensive

SO fleet size has increased over the past five years, but the repair budget has remained flat. The repair budget is currently \$91,613.00, while spending increased to just over \$178,000 in 2024.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
101	CAP3	Sheriff's Office	Fleet Requests	One Time	Fund Balance	303,572

Road and Bridge Fund 111

Public Works Department (PWD)

Request #6 – The Public Works Department is requesting a one-time amendment within the Road and Bridge Fund (111), under various appropriations as follows, to carryforward unspent 2024 budget for capital projects.

Fund	Approp.	Project Request Year (most recent)	Name
111	RM11	2022	63rd over Lefthand Creek (Scour)
111	RM11	2022	Empire Drive over Coal Creek Scour
111	RM11	2022	Gunbarrel Green Drainage Improvements
111	RM11	2022	Riverside at Cave Creek (Scour)
111	RM11	2023	119th St. over St. Vrain Creek (Scour)
111	RM11	2024	41st St. over Lefthand Creek (Scour)
111	RM11	2024	84W over N. St. Vrain Creek (Scour)
111	RM11	2024	Jay Rd Safety Imprv and Overlay
111	RM11	2024	Peaceful Valley over Mid St Vrain (Scour)
111	RM11	New	119th Street over Leggett Ditch
111	RM11	New	N 53rd at Palmerton Ditch
111	RM11	New	Oxford Road at Jim Henry Ditch Structure Replacement

Fund	Approp.	Project Request Year (most recent)	Name
111	RST1	2022	South Boulder Road - Lafayette
111	RST1	2023	Highway 66 Improvements - Main to Hover
111	RST1	2024	95th Reconstruction Valmont to Lookout
111	RST1	2024	95th at Ish Ditch
111	RST1	2024	East CLR - Zlaten to St Vrain Creek
111	RST1	New	95th / Lookout Road Intersection

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
111	RM11	Public Works	2024 Carryforward	One Time	Carryforward	689,447
111	RST1	Public Works	2024 Carryforward	One Time	Carryforward	3,980,487

The Public Works Department is requesting a one-time amendment totaling \$520,000 in the Road and Bridge Fund (111) the following capital & fleet requests:

Request #7 – \$600,000 in the Road and Bridge Projects appropriation (RM11) to construct the N63rd over Lefthand Ditch project this summer. The scope of work for this project is to address damage to the foundation due to scour erosion.

Request #8 – \$670,000 in the Road and Bridge Projects appropriation (RM11) to purchase a John Deere 772G Motor Grader and a new semi-tractor truck for use by the Road Maintenance Division. The two current pieces of equipment are reaching the end of their useful lives.

Request #9 – Reduction of \$750,000 in the Road and Bridge Facilities Projects appropriation (APT1) to defer the construction of the Vacuum Truck Waste Facility and pursue the two requests above instead. \$750,000 was approved by the Board during the FY25 budget process, but PWD would like to transfer to RM11.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
111	RM11	Public Works	Capital and Fleet Requests	One Time	Fund Balance	600,000
111	RM11	Public Works	Capital and Fleet Requests	One Time	Fund Balance	670,000
111	APT1	Public Works	Capital and Fleet Requests	One Time	Fund Balance	(750,000)

Dedicated Resource Fund 117

Housing Department

Request #10 – The Housing Department is requesting a one-time budget increase of \$1,464,362 in the Dedicated Resources Fund (Fund 117), Disaster Recovery Grants appropriation (DR11) to carryforward unused funding for mobile home repairs and replacements.

The county's Healthy and Resilient Mobile Homes Program focuses on the repair and rehabilitation of mobile and manufactured homes in Boulder County using Community Development Block Grant – Disaster Recovery (CDBG-DR) funding. This is a joint program with the City of Boulder, which includes utilizing the CDBG-DR funding to address wind damage repairs to mobile homes.

As of the end of 2024, The Housing Department had issued \$235,638 in payments to the City of Boulder for eligible costs and \$1.4 million remains to be spent in the current fiscal year.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
117	DR11	Housing	2024 Carryforward Mobile Home Repairs	One Time	Carryforward	1,464,362

Office of Sustainability, Climate Action and Resilience (OSCAR)

Request #11 – The Office of Sustainability, Climate Action and Resilience is requesting a one-time budget reduction in the amount of (\$1,047,638) out of the Dedicated Resource Fund (Fund 117) Grants and Special Projects Appropriation (GRN1). They are also requesting an increase to the Dedicated Resource Fund (Fund 117), Sustainability Energy Smart Escrow appropriation (RR12). These budget entries will correct and realign budgets.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
117	GRN1	OSCAR	2025 Correction	One Time	Fund Balance	(1,047,638)
117	RR12	OSCAR	2025 Correction	One Time	Fund Balance	531,638

Request #12 – The Office of Sustainability, Climate Action and Resilience is requesting a one-time carryover budget request for \$29,850 out of the Dedicated Resource Fund (Fund 117), Gross Reservoir Climate Innovation appropriation (GRE7) to allow for full spend down on the Climate Innovation project.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
117	GRE7	OSCAR	2024 Carryforward	One Time	Carryforward	29,850

Parks & Open Space

Request #13 – The Parks & Open Space Department is requesting a one-time budget amendment for \$50,000 out of the Dedicated Resource Fund (Fund 117), Gross Reservoir Recreation Area appropriation (GRE3) to assist with the purchase of two new park ranger vehicles. The total cost of the vehicles is \$175,000 and there is currently \$112,350 available. The remaining \$7,695 of necessary budget is being requested out of fund 151.

The Denver Water Gross Dam settlement allows Boulder County to use \$50,000/year for improved ranger work during the reservoir closure. These vehicles are part of addressing the impacts of the closure on other county recreation. These vehicles will help rangers patrol the area, keep the public safe, and direct users to appropriate alternative recreation.

Contract language

4. Reduce Impacts to county Recreation Areas. Boulder County is concerned that, during construction, recreational uses of the reservoir will redirect to county open space. After construction, some areas of the reservoir previously used for recreation will no longer be available.

4.1. Denver Water will provide \$50,000/year during recreation closure of the reservoir to Boulder County Parks & Open Space to be used for additional rangers, communication, staff, signage, shuttles, and similar measures. Denver Water also agrees to work collaboratively with the county to make Denver Water ranger staff available.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
117	GRE3	Parks & Open Space	2 Vehicles	One Time	Unbudgeted Revenue	50,000

Offender Management Fund 124

Public Works Department (PWD)

Request #14-Boulder County Building Services (BCBS) within PWD is requesting a one-time budget amendment from the Offender Management Fund (124), OMC Jail Improvements appropriation (OMC1) to carryforward unspent capital project budget from 2024 into 2025.

Fund	Approp.	Project Request Year (most recent)	Name
124	OMC1	2024	Alternative Sentencing Facility
124	OMC1	2024	Jail Intake

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
124	OMC1	Public Works	2024 Carryforward Building Services	One Time	Carryforward	54,140

Disaster Recovery Fund 135

Sheriff's Office

Request #15-The Sheriff's Office is requesting a one-time budget amendment from the Disaster Recovery Fund (124), Flood Recovery Sales & Use Tax appropriation (FR11) in the amount of \$240,000. This will allow for a necessary accounting transfer. The transferred funds will cover the outstanding Calwood Fire project expenses in Fund 117 from 2020, 2021, 2022 and 2023 that were not covered by federal reimbursement.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
135	FR11	Sheriff's Office	Calwood Fire Project Closeout	One Time	Fund Balance	240,000

Sustainability Sales Tax Fund 136

Public Works Department (PWD)

Request #16 – Boulder County Building Services, within PWD, is requesting a one-time budget amendment from the Sustainability Sales Tax Fund (136), SST Funding to PWD appropriation (SST2) to carryforward unspent capital project budget from 2024 into 2025.

Fund	Approp.	Project Request Year (most recent)	Name
136	SST2	2023	EV Charging Units for Regional Air Quality Council (RAQC) Grant
136	SST2	2024	Facility Electrification Study (decarbonization)
136	SST2	2024	RAQC Matching Grant Funds (electric landscaping equipment)
136	SST2	2024	Recycle Center Admin Boiler Replacement

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
136	SST2	Public Works	2024 Carryforward Building Services	One Time	Carryforward	121,820

Capital Expenditure Fund 141

Public Works Department (PWD)

Request #17 – Boulder County Building Services (BCBS), within PWD, is requesting a one-time budget amendment from the Capital Expenditure Fund (141) from various appropriations to carryforward unspent capital project budget from 2024 into 2025.

Fund	Approp.	Project Request Year (most recent)	Name
141	COP1	2020 or prior	Buildout of Lafayette HUB

Fund	Approp.	Project Request Year (most recent)	Name
141	GR11	2022	Comms Center (Emergency Ops Center) Expansion
141	GR11	2022	Jail Kitchen Remodel
141	GR11	2023	Alternative Sentencing Facility
141	GR11	2023	Facilities Master Plan Update
141	GR11	2024	ADA Corrective Action Plan
141	GR11	2024	Energy Ordinance Requirements
141	GR11	2024	Fairgrounds Maintenance Shop MS4 Compliance
141	GR11	2024	Physical Security Upgrades Phase 1 of 3

Fund	Approp.	Project Request Year (most recent)	Name
141	IF11	2022	Server (DTC) HVAC Replacement
141	IF11	2022	Jail Building C Air Handling Unit Replacement
141	IF11	2023	Clerk & Recorder Air Handler Replacement
141	IF11	2023	DTC Chiller Replacement
141	IF11	2023	Recycle Center Admin Boiler Replacement
141	IF11	2024	Comm Center CRAC Unit Replacement
141	IF11	2024	Countywide Access Control System Upgrades (Phase 1 of 2)
141	IF11	2024	Countywide HVAC Control System Upgrades (Phase 1 of 2)
141	IF11	2024	Downtown Annex Air Handling Unit Replacement
141	IF11	2024	EV Charging Station Infrastructure
141	IF11	2024	Jail Domestic Water Line Replacement
141	IF11	2024	Jail Mechanic Room Piping Repairs
141	IF11	2024	Sheriff HQ Carpet Replacement
141	IF11	2024	Sheriff HQ Roof Replacement
141	IF11	2024	Terry Street Asphalt Repairs

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
141	COP1	Public Works	2024 Carryforward Building Services	One Time	Carryforward	964,787
141	GR11	Public Works	2024 Carryforward Building Services	One Time	Carryforward	6,650,124
141	IF11	Public Works	2024 Carryforward Building Services	One Time	Carryforward	3,928,807

Emergency Services Sales Tax Fund 151

Parks & Open Space Department

Request #18 – The Parks & Open Space Department is requesting an ongoing budget amendment from the Emergency Services Sales Tax Fund (151), Emergency Services Sales & Use Tax General appropriation (EST1) to fund four new Full-Time Equivalent (FTE) Park Rangers and the necessary equipment for these positions. These rangers will improve public safety for individuals using county open space and adjacent lands.

Request #18.5 – The Parks & Open Space Department is requesting a one-time budget amendment for \$7,695 out of the Emergency Services Sales Tax Fund (151), Emergency Services Sales & Use Tax General appropriation (EST1) to assist with the purchase of two new park ranger vehicles. The

total cost of the vehicles is \$175,000 and there is currently \$112,350 available budget to cover this cost. The remaining \$50,000 of necessary budget is being requested out of Fund 117.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
151	EST1	Parks & Open Space	1.0 FTE Park Ranger	Ongoing	Carryforward	74,858
151	EST1	Parks & Open Space	1.0 FTE Park Ranger	Ongoing	Carryforward	74,858
151	EST1	Parks & Open Space	1.0 FTE Park Ranger	Ongoing	Carryforward	74,858
151	EST1	Parks & Open Space	1.0 FTE Park Ranger	Ongoing	Carryforward	74,858
151	EST1	Parks & Open Space	2 Vehicles	One Time	Fund Balance	7,695

Sheriff's Office

Request #19 – The Sheriff's Office is requesting a one-time, and an ongoing budget amendment from the Emergency Services Sales Tax Fund (151), Emergency Services Sales & Use Tax General appropriation (EST1) for \$172,374 to fund an Emergency Services Coordinator and a fully outfitted emergency vehicle. The Sheriff's Office is responsible for coordinating search and rescue, per Colorado state statutes. They currently have 4 employees that work on a 24/7/365 basis: to help meet calls for service demand, they remain available for work seven days per week during the busy season from May through September. This schedule prohibits a coordinator from taking a weekend day off unless someone else can work an extra day.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
151	EST1	Sheriff's Office	1.0 FTE Emergency Services Coordinator	Ongoing	Fund Balance	62,340
151	EST1	Sheriff's Office	1.0 FTE Emergency Services Vehicle	One Time	Fund Balance	110,034

Risk Management Fund 174

County Attorney's Office

Request #20 – The County Attorney's Office is requesting a one-time budget amendment for \$71,612 in the Risk Management Administration Appropriation (GAF1) to correct an error to the permanent wages account.

Fund	Approp.	Office/Department	Proposal Name	Frequency	Source	Amount Requested
174	GAF1	County Attorney	Correction	One Time	Fund Balance	71,612



Office of Financial Management

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MEMORANDUM

Date: 06/30/2025
To: Office of Financial Management
From: County Attorney's Office
Subject: Fiscal Year 2025 Budget Request

Details

Request Title: Transfer of a Position from HRD to CTY
Request Type: Budget Amendment – Ongoing Base Change
Expenditure Amount: \$ 0.00

Description:

The County Attorney's Office is requesting an ongoing transfer of a currently vacant Human Resources Business Partner position to the County Attorney's Office. The request comes out of discussions among HR, OCA, and the County Attorney's Office about the best way to collectively address the workload associated with the recognition of the Boulder County Employees Union (BCEU).

The employee hired in the transferred position would assist with current and ongoing negotiations over collective bargaining agreements, engage with labor representatives, staff, and the state, as well as help address issues, complaints, grievances, hearings, and arbitrations.

Source Type: Transfer

Source Context:

This position's budget \$115,867 will be transferred from 101/HR11 to 101/CA11 (\$113,867 Ongoing cost, \$2,000 One-time equipment cost). This is a net zero amendment.

Requested **Expenditure** Increase Amount: \$ 0.00

Requested **Revenue** Increase Amount: \$ 0.00

Approvals

Approved By:	<u>Ben Pearlman</u>	Date:	<u>July 1, 2025</u>
Approved By (2):	<u>Julia Larsen</u>	Date:	<u>July 1, 2025</u>
Approved By (3):	<u></u>	Date:	<u></u>
Approved By (4):	<u></u>	Date:	<u></u>

Signers: Department Approvers as applicable, **including** Elected Official or Department Head

Reviewed by Budget Officer:	<u>Budget Officer signature</u>	Date:	<u></u>
Reviewed by CFO:	<u>Chief Financial Officer signature</u>	Date:	<u></u>


Request Title: 101 CTY CA11 Transfer Position from HR to CTY

Summary: This page provides expenditure breakdown for the Budget Amendment Request.

Fund	Organization	Account	Appropriation	Amount
101	10029	70000	HR11	(80,771.00)
101	10029	70100	HR11	(93.00)
101	10029	71000	HR11	(7,093.00)
101	10029	71030	HR11	(11,938.00)
101	10029	71040	HR11	(167.00)
101	10029	71045	HR11	(149.00)
101	10029	71050	HR11	(11,932.00)
101	10029	71060	HR11	(130.00)
101	10029	71070	HR11	(594.00)
101	10029	76400	HR11	(1,000.00)
101	10029	72010	HR11	(2,000.00)
101	18001	70000	CA11	80,771.00
101	18001	70100	CA11	93.00
101	18001	71000	CA11	7,093.00
101	18001	71030	CA11	11,938.00
101	18001	71040	CA11	167.00
101	18001	71045	CA11	149.00
101	18001	71050	CA11	11,932.00
101	18001	71060	CA11	130.00
101	18001	71070	CA11	594.00
101	18001	76400	CA11	1,000.00
101	18001	72010	CA11	2,000.00
Expenditure Total				\$ -

Certificate Of Completion

Envelope Id: 25541DCD-BA91-4566-941F-DD9797FA35EC	Status: Completed
Subject: Please Sign Budget Amendment: Transfer FTE from HRD to CTY	
Type of Document:	
Budget Adjustment	
Department/Office: County Attorney	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Hiroko Sakai
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	2025 14th St
	Boulder, CO 80302
	hsakai@bouldercounty.org
	IP Address: 73.243.45.145

Record Tracking

Status: Original	Holder: Hiroko Sakai	Location: DocuSign
7/1/2025 8:38:41 AM	hsakai@bouldercounty.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Boulder County	Location: Docusign

Signer Events

Signature	Timestamp
Ben Pearlman	Sent: 7/1/2025 8:51:37 AM
bpearlman@bouldercounty.org	Viewed: 7/1/2025 8:52:39 AM
Boulder County Attorney	Signed: 7/1/2025 10:56:27 AM
Boulder County	
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 97.107.70.37	

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Julia Larsen	Sent: 7/1/2025 10:56:29 AM
jlarsen@bouldercounty.org	Viewed: 7/1/2025 11:15:08 AM
Human Resources Director	Signed: 7/1/2025 11:15:35 AM
Boulder County	
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 64.118.3.115	

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/1/2025 8:51:38 AM
Certified Delivered	Security Checked	7/1/2025 11:15:08 AM
Signing Complete	Security Checked	7/1/2025 11:15:35 AM
Completed	Security Checked	7/1/2025 11:15:35 AM
Payment Events	Status	Timestamps

RESOLUTION # 2025-022

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE COUNTY OF BOULDER, FOR THE CALENDAR YEAR 2024.

1. WHEREAS, the Office of Financial Management has been approved one-time and ongoing adjustments to correct the 2024 adopted budget values in various accounts, appropriations and funds; and

WHEREAS, there is \$10,597,200 available in the General Fund Balance, \$39,083 available in the Road and Bridge Fund Balance, and \$6,478,204 available in the Dedicated Resources Fund Balance:

Item	Amount
General Administration Appropriation	\$10,597,200
Projects and Maintenance Appropriation	\$39,083
National Opioid Settlement Appropriation	\$2,968,369
Gross Reservoir Expansion Appropriation	\$3,509,835
General Fund Balance	(\$10,597,200)
Road and Bridge Fund Balance	(\$39,083)
Dedicated Resource Fund Balance	(\$6,478,204)

2. WHEREAS, the Sheriff's Office has been approved an on-going increase in the Grants and Special Projects appropriation for two additional full-time positions in the Boulder County Communications Center; and

WHEREAS there is \$279,724 in unanticipated revenue from the Boulder Regional Telephone Service Authority (BRETSA) in the Dedicated Resources Fund:

Item	Amount
Grants and Special Projects Appropriation	\$279,724
Dedicated Resources Fund - Unanticipated Revenue	(\$279,724)

3. WHEREAS, the Assessor's Office has been approved a one-time increase for a temporary employee to act as an Appeals Negotiator for their office; and

WHEREAS, there is \$135,000 available in General Fund Balance:

Item	Amount
Assessor's Appropriation	\$135,000
General Fund Balance	(\$135,000)

4. WHEREAS, the Sheriff's Office has been approved an on-going increase for a full-time equivalent Animal Control Officer position to serve municipalities that contract with the county for law enforcement; and

WHEREAS, there is an unanticipated revenue of \$23,651 available from an amended IGA with the Town of Nederland, and \$60,527 available in the General Fund Balance:

Item	Amount
Sheriff's Office Appropriation	\$84,178
General Fund - Unanticipated Revenue	(\$23,651)
General Fund Balance	(\$60,527)

5. WHEREAS, the Community Services Department has been approved a one-time increase in the Worthy Cause appropriation to carryover unused funding for awards to non-profit agencies; and

WHEREAS, there is \$2,615,000 available in the Worthy Cause Fund Balance which can be reappropriated in 2024 to make these payments:

Item	Amount
Worthy Cause Appropriation	\$2,615,000
Worthy Cause Fund Balance, Carryover	(\$2,615,000)

6. WHEREAS, the Office of Sustainability, Climate Action and Resilience has been approved a one-time increase to create a new appropriation in the Dedicated Resources fund to account for activity associated with the Keep it Clean Partnership (KICP); and

WHEREAS, there is \$64,600 available to transfer from the Grants and Special Projects appropriation and an additional \$89,500 available to transfer from the Sustainability Sales Tax appropriation:

Item	Amount
Keep It Clean Partnership Appropriation	\$154,100
Grants and Special Projects Appropriation	(\$64,600)
Sustainability Sales Tax Appropriation	(\$89,500)

7. WHEREAS, the Office of Financial Management has been approved an on-going adjustment to correct the adopted 2024 budget for transfer in and transfer out transactions for various funds and appropriations; and

WHEREAS, there is an increase of \$633,180 in the budgeted General Fund Balance, \$126,000 in the budgeted Developmental Disabilities Fund Balance and \$262,000 in the budgeted Health and Human Services Fund Balance and \$234,035 available from the Social Services Fund Balance:

Item	Amount
General Administration	(\$633,180)
Human Services Appropriation	\$234,035
Developmental Disabilities Appropriation	(126,000)
Health and Human Services Appropriation	(\$262,000)
General Fund Balance	633,180
Developmental Disabilities Fund Balance	\$126,000
Health and Human Services Fund Balance	\$262,000
Social Services Fund Balance	(234,035)

8. WHEREAS, the Office of the County Administrator has been approved a one-time decrease in the Disaster Recovery Grant appropriation to correct the adopted 2024 budget for various accounts; and

WHEREAS there is an increase of \$178,797 in the budgeted Dedicated Resource Fund Balance:

Item	Amount
Disaster Recovery Grant Appropriation	(\$178,797)
Dedicated Resources Fund Balance	\$178,797

9. WHEREAS, the Public Works Department has been approved a one-time increase in the Projects & Maintenance appropriation to repurpose dollars for the South Boulder Road and Jay Road Safety Improvement and Overlay projects; and

WHEREAS, there is \$754,982 available to transfer from the Road Sales Tax Appropriation and \$2,295,018 is available in the Road and Bridge Fund Balance:

Item	Amount
Projects and Maintenance Appropriation	\$3,050,000
Road Sales Tax Appropriation	(\$754,982)
Road and Bridge Fund Balance	(\$2,295,018)

10. WHEREAS, the Public Works Department has been approved a one-time increase in the General Administration and Projects and Maintenance appropriations to carryover unused funding for fleet purchases; and

WHEREAS, there is \$517,685 available in the General Fund Balance and \$3,191,630 available in the Road and Bridge Fund Balance which can be reappropriated in 2024 to make these purchases:

Item	Amount
General Administration Appropriation	\$517,685
Projects and Maintenance Appropriation	3,191,630
General Fund Balance, Carryover	(\$517,685)
Road and Bridge Fund Balance, Carryover	(\$3,191,630)

11. WHEREAS, the Sheriff's Office has been approved for a one-time and ongoing increases in the General Administration, Sheriff's and Grants and Special Projects appropriations for additional staff to support contracted policing of local municipalities and grant funded jail programming; and

WHEREAS, there is \$264,870 in unanticipated revenue from intergovernmental agreements with local municipalities in the General Fund and there is also \$138,718 in unanticipated revenue from a State of Colorado Grant, for Jail Based Behavioral Services, in the Dedicated Resources Fund:

Item	Amount
General Administration Appropriation	\$102,500
Sheriff's Appropriation	\$162,370
Grants and Special Projects Appropriation	\$138,718
General Fund - Unanticipated Revenue	(\$264,870)
Dedicated Resources Fund - Unanticipated Revenue	(\$138,718)

12. WHEREAS, the Public Works Department has been approved a one-time increase in the General Administration appropriation to purchase the Warner House property; and

WHEREAS, there is \$3,100,000 available in the General Fund Balance:

Item	Amount
General Administration Appropriation	\$3,100,000
General Fund Balance	(3,100,000)

13. WHEREAS, the Sheriff's Office has been approved a one-time increase in the General Administration appropriation for a new animal control vehicle; and

WHEREAS, there is \$92,500 in unanticipated revenue from intergovernmental agreements with local municipalities in the General Fund:

Item	Amount
General Administration Appropriation	\$92,500
General Fund - Unanticipated Revenue	(\$92,500)

14. WHEREAS, the Sheriff's Office has been approved a one-time increase in the General Administration appropriation to replace a detective vehicle; and

WHEREAS, there is \$62,031 available in the General Fund Balance:

Item	Amount
General Administration Appropriation	\$62,031
General Fund Balance	(\$62,031)

15. WHEREAS, the Sheriff's Office has been approved a one-time increase in the General Administration appropriation to carryover unused funding for fleet purchases; and

WHEREAS, there is \$421,498 available in the General Fund Balance which can be reappropriated in 2024 to make these purchases:

Item	Amount
General Administration Appropriation	\$421,498
General Fund Balance, Carryover	(\$421,498)

16. WHEREAS, the Office of Sustainability, Climate Action and Resilience has been approved a one-time increase in the Grants and Special Projects appropriation for activities related to the Keep It Clean Partnership; and

WHEREAS, there is \$154,100 available to transfer from the Keep it Clean Partnership Appropriation and \$65,000 available in the Dedicated Resources Fund Balance:

Item	Amount
Grants and Special Projects Appropriation	\$219,100
Keep It Clean Partnership Appropriation	(\$154,100)
Dedicated Resources Fund Balance	(\$65,000)

17. WHEREAS, the Office of Financial Management has been approved a one-time increase in the Mosquito Control appropriation for payments to component units; and

WHEREAS, there is \$236,593 available in the Dedicated Resources Fund Balance:

Item	Amount
Mosquito Control Appropriation	\$236,593
Dedicated Resources Fund Balance	(\$236,593)

18. WHEREAS, the Office of Sustainability, Climate Action and Resilience has been approved a one-time increase in the Energy Impact Offset appropriation for the 4 Corners Carbon Coalition project; and

WHEREAS, there is \$99,000 available in the Dedicated Resources Fund Balance:

Item	Amount
Energy Impact Offset Appropriation	\$99,000
Dedicated Resources Fund Balance	(\$99,000)

19. WHEREAS, the Information Technology Department has been approved a one-time increase in the General Administration appropriation for the Alternative Sentencing Facility Management Software project; and

WHEREAS, there is \$269,494 available to transfer from the Information Technology Appropriation:

Item	Amount
General Administration Appropriation	\$269,494
Information Technology Appropriation	(\$269,494)

20. WHEREAS, the Parks & Open Space Department has been approved a one-time increase in the Donations appropriation for specific projects identified by the Parks and Open Space Foundation Board; and

WHEREAS, there is an unanticipated revenue of \$150,000 from Parks & Open Space Foundation donations in the Dedicated Resources Fund:

Item	Amount
Donations Appropriation	\$150,000
Dedicated Resources Fund - Unanticipated Revenue	(\$150,000)

21. WHEREAS, the District Attorney's Office has been approved a one-time and on-going increases for six new full-time equivalent positions to address the high jail population, the addition of new courtrooms and their commitment to providing equitable services to all community members; and

WHEREAS there is \$343,763 available in the General Fund Balance:

Item	Amount
District Attorney Appropriation	\$343,763
General Fund Balance	(\$343,763)

22. WHEREAS, the Office of Financial Management has been approved a one-time and on-going increase for six new full-time equivalent positions in various appropriations to keep up with the growing demands of providing administrative support to Boulder County departments and offices; and

WHEREAS there is \$200,000 available to transfer from the General Administration Appropriation and \$376,432 available in the General Fund Balance:

Item	Amount
Office of Financial Management Appropriation	\$34,705
Human Resources Appropriation	\$291,228
Information Technology Appropriation	\$59,558
Office of County Administrator Appropriation	\$190,941
General Administration Appropriation	(\$200,000)
General Fund Balance	(\$376,432)

23. WHEREAS the Sheriff's Office has been approved a one-time increase in the General Administration appropriation to replace a pickup truck that was involved in an accident; and

WHEREAS, there is \$92,019 available in the General Fund Balance:

Item	Amount
General Administration Appropriation	\$92,019
General Fund Balance	(\$92,019)

24. WHEREAS, the Office of Financial Management has been approved an on-going increase in the General Administration appropriation to provide additional subsidization of the Head Start program; and

WHEREAS, there is \$260,000 available in General Fund Balance:

Item	Amount
General Administration Appropriation	\$260,000
General Fund Balance	(\$260,000)

25. WHEREAS, the Office of Financial Management has been approved a one-time and an ongoing increase in the General Administration appropriation for payments to the Boulder County Housing Authority to fund the development of affordable housing units; and

WHEREAS, there is an unanticipated revenue of \$200,000 from intergovernmental agreements with the City of Lafayette available in the General Fund and \$200,000 available in General Fund Balance:

Item	Amount
General Administration Appropriation	\$400,000
General Fund - Unanticipated Revenue	(\$200,000)
General Fund Balance	(\$200,000)

26. WHEREAS, the Public Works Department has been approved a one-time increase in the Road Sales Tax appropriation to carry over unused funding for capital projects.; and

WHEREAS, there is \$9,845,107 available in the Road and Bridge Fund Balance which can be reappropriated in 2024 to complete these projects:

Item	Amount
Road Sales Tax Appropriation	\$9,845,107
Road and Bridge Fund Balance, Carryover	(\$9,845,107)

27. WHEREAS, the Public Works Department has been approved a one-time increase in the General Administration appropriation for two fleet replacements and one fleet addition; and

WHEREAS, there is \$166,576 available in the General Fund Balance:

Item	Amount
General Administration Appropriation	\$166,576
General Fund Balance	(\$166,576)

28. WHEREAS, the Public Works Department has been approved a one-time increase to carry over unused funding for capital projects in various funds and appropriations; and

WHEREAS, there is \$48,860 available in the Road and Bridge Fund Balance, \$8,584,294 available in Capital Expenditure Fund Balance, \$24,528,551 available in the Offender Management Fund Balance, \$787,493 available in the Sustainability Sales Tax Fund Balance, \$46,846 available in the Fleet Services Fund Balance and \$429,911 available in the Recycling Center Fund Balance which can be reappropriated in 2024 to make these payments. Additionally, there is an increase of \$39,244 in the budgeted Emergency Services Sales Tax Fund Balance:

Item	Amount
Road Maintenance Facilities Appropriation	\$48,680
Certificates of Participation Appropriation	\$429,783
Emergency Services Sales Tax Appropriation	(\$39,244)
General Reconstruction Appropriation	\$6,047,133
Infrastructure Appropriation	\$2,107,378
Offender Management Construction Appropriation	\$24,528,551
Sustainability Sales Tax Appropriation	\$787,493
Fleet Services Appropriation	\$46,846
Recycling Center Appropriation	\$429,911
Road and Bridge Fund Balance	(\$48,680)
Capital Expenditure Fund Balance	(\$8,584,294)
Offender Management Fund Balance	(\$24,528,551)
Sustainability Sales Tax Fund Balance	(\$787,493)
Fleet Services Fund Balance	(\$46,846)
Recycling Center Fund Balance	(\$429,911)
Emergency Services Sales Tax Fund Balance	\$39,244

29. WHEREAS, the Information Technology Department has been approved a one-time increase to carry over unused funding for capital projects in various funds and appropriations; and

WHEREAS, there is \$1,468,212 available in the General Fund Balance, \$1,080,000 in the Dedicated Resources Fund Balance and \$165,154 in the Parks and Open Space Fund Balance which can be reappropriated in 2024 to complete these projects:

Item	Amount
General Administration Appropriation	\$1,468,212
Grants and Special Projects Appropriation	\$1,080,000
2005 Sales Tax Appropriation	\$165,154
General Fund Balance, Carryover	(\$1,468,212)
Dedicated Resources Fund Balance, Carryover	(\$1,080,000)
Parks and Open Space Fund Balance, Carryover	(\$165,154)

30. WHEREAS, the Office of the County Administrator has been approved a one-time increase for a disparity study in the Office of; and

WHEREAS, there is an unanticipated revenue of \$300,000 available from the City of Boulder in the General Fund:

Item	Amount
Office of the County Administrator Appropriation	\$300,000
General Fund - Unanticipated Revenue	(\$300,000)

31. WHEREAS, the Office of the County Administrator has been approved an on-going increase for meetings, events, education/training, and consulting costs associated with tribal relations efforts; and

WHEREAS, there is \$25,000 available in the General Fund Balance:

Item	Amount
Office of the County Administrator Appropriation	\$25,000
General Fund Balance	(\$25,000)

32. WHEREAS, the Office of the County Administrator has been approved a one-time increase for communications, engagement/recognition and access programs; and

WHEREAS, there is \$76,000 available in the General Fund Balance:

Item	Amount
Office of the County Administrator Appropriation	\$76,000
General Fund Balance	(\$76,000)

33. WHEREAS, the Housing Department has been approved a one-time increase in the General Administration appropriation to provide additional subsidization of the Housing Stabilization Program.; and

WHEREAS, there is \$100,000 available in the General Fund Balance:

Item	Amount
General Administration Appropriation	\$100,000
General Fund Balance	(\$100,00)

34. WHEREAS, the Sheriff's Office has been approved a one-time and ongoing increases in the Wildfire Mitigation Sales Tax appropriation to purchase capital equipment and add two full-time equivalent basic fire fighter positions; and

WHEREAS, there is \$544,151 available in the Wildfire Mitigation Sales Tax Fund Balance:

Item	Amount
Wildfire Mitigation Sales Tax Appropriation	\$544,151
Wildfire Mitigation Sales Tax Fund Balance	(\$544,151)

35. WHEREAS, the Public Works Department has been approved a one-time increase in the Road Sales Tax appropriation to repurpose capital projects' budgets and increase the budget for the Jay Road Project; and

WHEREAS, there is \$3,050,000 available in the Road & Bridge Fund Balance:

Item	Amount
Road Sales Tax Appropriation	\$3,050,000
Road and Bridge Fund Balance	(\$3,050,000)

36. WHEREAS, the Sheriff's Office has been approved an on-going increase in the Wildfire Mitigation Sales Tax appropriation for supplies and training: and

WHEREAS, there is \$10,000 available in the Wildfire Mitigation Sales Tax Fund Balance:

Item	Amount
Wildfire Mitigation Sales Tax Appropriation	\$10,000
Wildfire Mitigation Sales Tax Fund Balance	(\$10,000)

37. WHEREAS, the Office of Sustainability, Climate Action & Resilience has been approved a one-time increase to the Energy Impact Offset appropriation to fund the 4 Corners Carbon Coalition project; and

WHEREAS, there is \$32,000 available in the Dedicated Resources Fund Balance:

Item	Amount
Energy Impact Offset Appropriation	\$32,000
Dedicated Resources Fund Balance	(\$32,000)

38. WHEREAS the Community Planning & Permitting Department has been approved a one-time increase to the Road Sales Tax appropriation for the Colorado Highway 119 Bikeway Final Design project.; and

WHEREAS, there is \$751,000 available in the Road and Bridge Fund Balance:

Item	Amount
Road Sales Tax Appropriation	\$751,000
Road and Bridge Fund Balance	(\$751,000)

39. WHEREAS, the Public Works Department, in conjunction with the Community Planning & Permitting Department, has been approved a one-time decrease in the Road Sales Tax appropriation and the Projects and Maintenance appropriation to adjust the budgets for planned capital projects; and

WHEREAS, there is an increase of \$2,361,720 in the budgeted Road and Bridge Fund Balance:

Item	Amount
Road Sales Tax Appropriation	(\$808,948)
Projects and Maintenance Appropriation	(\$1,552,772)
Road and Bridge Fund Balance	\$2,361,720

40. WHEREAS, the Sheriff's Office has been approved a one-time increase for costs associated with housing and caring for our jail population; and

WHEREAS, there is \$1,665,294 available in the General Fund Balance:

Item	Amount
Sheriff's Office Appropriation	\$1,665,294
General Fund Balance	(\$1,665,294)

41. WHEREAS, the Public Works Department has been approved a one-time increase in the General Administration appropriation to purchase a building on 28th Street; and

WHEREAS, there is \$14,200,000 available in the General Fund Balance:

Item	Amount
General Administration Appropriation	\$14,200,000
General Fund Balance	(\$14,200,000)

42. WHEREAS, the Assessor's Office has been approved a one-time increase in the General Disaster Recovery appropriation to pay for t residential appraiser services from the Marshall Fire event; and

WHEREAS, there is \$6,500 available in Disaster Recovery Fund Balance:

Item	Amount
Disaster Recovery Appropriation	\$6,500
Disaster Recovery Fund Balance	(\$6,500)

43. WHEREAS, the Commissioner's Office has been approved a one-time increase in the Niwot Local Improvement District appropriation for district sponsored events for the Niwot Transportation and Connectivity plan, and other unanticipated year end expenditures incurred by the district; and

WHEREAS, there is \$20,000 available in the Dedicated Resources Fund Balance:

Item	Amount
Niwot Local Improvement District Sales Tax Appropriation	\$20,000
Dedicated Resources Fund Balance	(\$20,000)

44. WHEREAS, the Public Works Department has been approved a one-time increase in the Eldorado Spring Local Improvement District appropriation for unanticipated operating costs; and

WHEREAS, there is \$110,000 available in the Eldorado Springs Local Improvement District Fund Balance:

Item	Amount
Eldorado Springs Local Improvement District Appropriation	\$110,000
Eldorado Springs Local Improvement District Fund Balance	(\$110,000)

45. WHEREAS, the Sheriff's Office has been approved a one-time increase in the General Administration appropriation to replace a vehicle that was involved in an accident; and

WHEREAS, there is \$51,076 available in the General Fund Balance:

Item	Amount
General Administration Appropriation	\$51,076
General Fund Balance	(\$51,076)

46. WHEREAS, the Office of Financial Management has been approved a one-time increase in the Health and Dental appropriation to cover November, December claims and 2024-year end accruals; and

WHEREAS, there is \$3,500,000 available in Health and Dental Fund Balance:

Item	Amount
Health and Dental Appropriation	\$3,500,000
Health and Dental Fund Balance	(\$3,500,000)

47. WHEREAS, the Community Services Department has been approved a one-time increase for the cost of a contracted homeless solutions evaluation; and

WHEREAS, there is an unanticipated revenue of \$37,500 available from the City of Boulder and \$37,500 available in General Fund Balance:

Item	Amount
Community Services Appropriation	\$75,000
General Fund - Unanticipated Revenue	(\$37,500)
General Fund Balance	(37,500)

48. WHEREAS, the Office of Sustainability, Climate Action & Resilience has been approved a one-time increase in the Better Buildings Grants appropriation for increased personnel costs due to a staff promotion; and

WHEREAS, there is \$34,000 in Dedicated Resources Fund Balance:

Item	Amount
Better Buildings Grants Appropriation	\$34,000
Dedicated Resources Fund Balance	(\$34,000)

49. WHEREAS, the Office of Financial Management has been approved a one-time increase in the Disaster Recovery appropriation, to provide county matching funds for the Recovery Navigator program; and

WHEREAS, there is \$397,821 available in Disaster Recovery Fund Balance:

Item	Amount
Disaster Recovery Appropriation	\$397,821
Disaster Recovery Fund Balance	(\$397,821)

50. WHEREAS, the Parks & Open Space Department has been approved a one-time increase in the 2008 Bond Series appropriation for additional personnel costs; and

WHEREAS, there is \$120,000 available in Parks and Open Space Fund Balance:

Item	Amount
2008 Bond Series Appropriation	\$120,000
Parks and Open Space Fund Balance	(\$120,000)

51. WHEREAS, the Office of Sustainability, Climate Action & Resilience has been approved a one-time increase in the Better Buildings Grants appropriation for additional personnel costs; and

WHEREAS, there is \$22,500 available in Dedicated Resources Fund Balance:

Item	Amount
Better Buildings Grants Appropriation	\$22,500
Dedicated Resources Fund Balance	(\$22,500)

52. WHEREAS, the Parks & Open Space Department has been approved a one-time increase in the 2008 Bond Series appropriation for additional personnel costs; and

WHEREAS, there is \$164,500 available in Parks and Open Space Fund Balance:

Item	Amount
2008 Bond Series Appropriation	\$164,500
Parks and Open Space Fund Balance	(\$164,500)

53. WHEREAS, the Office of Financial Management has been approved a one-time increase in the Health and Dental appropriation for additional claims expenses; and

WHEREAS, there is \$1,300,000 available in Health and Dental Fund Balance:

Item	Amount
Health and Dental Appropriation	\$1,300,000
Health and Dental Fund Balance	(\$1,300,000)

54. WHEREAS, the Office of Financial Management has been approved a one-time increase in the Health and Dental appropriation for additional claims expenses; and

WHEREAS, there is \$100,000 available in Health and Dental Insurance Fund Balance:

Item	Amount
Health and Dental Appropriation	\$100,000
Health and Dental Fund Balance	(\$100,000)

55. WHEREAS, the Office of Financial Management has been approved a one-time increase in the Risk Management appropriation to cover the total year end expenses from the actuarial report; and

WHEREAS, there is \$300,000 available in Risk Management Fund Balance:

Item	Amount
Risk Management Appropriation	\$300,000
Risk Management Fund Balance	(\$300,000)

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF BOULDER COUNTY, COLORADO:**

The appropriations are hereby adjusted as shown:

- The General Fund increased by \$34,241,153 from \$237,904,259 to \$272,145,412.
- The Road and Bridge Fund increased by \$16,858,799 from \$29,061,304 to \$45,920,103.
- The Social Services Fund increased by \$234,035 from \$75,127,989 to \$75,362,024.
- The Dedicated Resources Fund increased by \$8,546,442 from \$78,794,624 to \$87,341,066.
- The Developmental Disabilities Fund decreased by \$126,000 from \$9,435,329 to \$9,309,329.
- The Health and Human Services Fund decreased by \$262,000 from \$5,264,583 to \$5,002,583.
- The Eldorado Springs LID Fund increased by \$110,000 from \$208,825 to \$318,825.
- The Offender Management Fund increased by \$24,528,551 from \$30,657,070 to \$55,185,621.
- The Worthy Cause Fund increased by \$2,615,000 from \$4,336,576 to \$6,951,576.
- The Parks and Open Space Fund increased by \$449,654 from \$61,035,274 to \$61,484,928.
- The Disaster Recovery Fund increased by \$404,321 from \$4,677,000 to \$5,081,321.
- The Sustainability Sales Tax Fund increased by \$697,993 from \$18,122,427 to \$18,820,420.
- The Capital Expenditure Fund increased by 8,584,294 from 17,566,642 to 26,150,936.
- The Wildfire Mitigation Sales Tax Fund increased by \$554,151 from \$10,502,289 to \$11,056,440.
- The Emergency Services Sales Tax Fund decreased by \$39,244 from \$5,053,373, to \$5,014,129.
- The Risk Management Fund increased by \$300,000 from 10,888,824 to \$11,188,824.
- The Fleet Services Fund increased by \$46,846 from \$4,737,261 to \$4,784,107.
- The Health and Dental Insurance Fund increased by \$4,900,000 from \$28,763,798 to 33,663,798.
- The Recycling Center Fund increased by \$429,911 from \$11,134,231 to \$11,564,142.

ADOPTED THIS _____ day of _____ 2025:

BOARD OF COUNTY COMMISSIONERS

2025 Chair

2025 Vice-Chair

2025 Commissioner

Attest:

Clerk to the Board



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

BOULDER COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING

July 8, 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.

STAFF PLANNER: Dana Yelton, Planner I

Docket SPR-24-0087: Barrows Trust Storage Barn

Request: **APPROVED:** Site Plan Review for the deconstruction of a 192-square-foot shed and the construction of a 1,219-square-foot detached residential storage barn on an approximately 1-acre parcel where there is 3,664 square feet of existing residential floor area in a defined neighborhood where the size presumed to be compatible is 4,691 square feet.

PROPOSED: Site Plan Review for the deconstruction of a 192-square-foot shed and the construction of a 2,100-square-foot detached residential storage barn on an approximately 1-acre parcel where there is 3,664 square feet of existing residential floor area in a defined neighborhood where the size presumed to be compatible is 4,691 square feet.

Location: 4359 55th Street
Zoning: Rural Residential (RR)
Applicant: Melanie Albert
Owner: Linda K. Barrows Revocable Trust

STAFF RECOMMENDATION

Staff recommend that the Board of County Commissioners uphold the Director's Determination for SPR-24-0087: Barrows Trust Storage Barn.

PACKET CONTENTS

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Staff Recommendation	1 – 6
Appeal Request (Attachment A)	A1 – A4
Director's Determination Letter Packet (Attachment B)	B1 – B43

SUMMARY

Boulder County Land Use Code (the Code) text amendments related to Article 4-800 Site Plan Review went into effect on May 13, 2025. The SPR-24-0087 application was submitted to the Boulder County Community Planning & Permitting Department (CPP) prior to the enactment of the text amendments to the Code. Therefore, SPR-24-0087 was reviewed as a Site Plan Review under the Code provisions in effect at the time of the application submittal.

The applicants submitted a Site Plan Review application (SPR-24-0087) for the deconstruction of a 192-square-foot shed and the construction of a 2,100-square-foot detached residential storage barn on a parcel with an existing 2,800-square-foot residence, a 672-square-foot detached garage, and a 192-square-foot shed, resulting in a total of 5,572 square feet of residential floor area on the subject parcel. Per Article 4-802.A of the Code, Site Plan Review was required for this proposed development because it would (1) result in a cumulative increase in floor area of more than 1,000 square feet over that existing as of September 8, 1998, and (2) result in a total residential floor area greater than 125% of the median residential floor area for the defined neighborhood in which the subject parcel is located. Accordingly, Community Planning & Permitting reviewed this application in accordance with the Site Plan Review standards provided for in Article 4-806.A of the Code.

On May 13, 2025, Community Planning & Permitting (CPP) issued a Determination (Attachment B) conditionally approving the proposal but limiting the size of the detached residential storage barn to 1,219 square feet with a maximum of 4,691 square feet of residential floor area on the subject parcel. The residential size that is presumed to be compatible within the defined neighborhood is 4,691 square feet.

On May 20, 2025, the applicant appealed the Determination (Attachment A). The applicant is appealing the condition of approval in Section 2 of the SPR-24-0087 determination which limits the approved size and does not allow for the proposed development to exceed the size presumption.

DISCUSSION

Article 4-807.B of the Code states that if the application is found to not meet the applicable standards of Article 4-806, and that a reasonable basis for mitigation measures has been demonstrated, the Director of Community Planning & Permitting must approve the application with reasonable conditions that will avoid or acceptably mitigate the significant adverse impacts of the proposed development. In this case, the Director found that the size of the proposed development was not compatible with the general character of the defined neighborhood and in conflict with Article 4-806.A.2 of the Code. However, the Director found that impacts of the proposal could be mitigated by limiting the size of the detached garage to 1,219 square feet, for a total of 4,691 square feet of residential floor area, which was the size presumed to be compatible for the defined neighborhood at the time this application was submitted.

The appeal letter dated May 20, 2025 and the additional document received by staff on June 16, 2025 (see Attachment A) indicate that (1) the 1-acre size of the subject parcel should allow for a 2,100-square-foot residential storage barn; (2) the existing square footage of the basement and potential open covered porches on the proposed detached residential storage barn should not contribute to the total residential floor area on the parcel; and (3) nearby parcels that have received planning approval for development and developed parcels outside of the defined neighborhood for the subject parcel should be considered in the neighborhood size analysis.

1. The size of residential development presumed to be compatible with the defined neighborhood is 4,691 square feet.

The appellants argue that the 1-acre size of the subject parcel should allow for a 2,100-square-foot residential storage barn. However, the Code does not provide for an allowable residential square footage based on the size of the parcel. Instead, Article 4-806.A.2.a provides that, [i]n determining size compatibility of residential structures with 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.

In this case 125% of the median residential floor area for the defined neighborhood is 4,691 square feet. The distribution of the existing 3,664 square feet of residential floor area includes a 1,400-square-foot walk-out basement, a 1,400-square-foot first floor, a 672-square-foot detached garage, and a 192-square-foot shed. The applicant proposes to deconstruct the 192-square-foot shed and construct a 2,100-square-foot detached residential storage barn, resulting in a total size of 5,572 square feet, where most of the residential floor area would be considered above grade and visible.

Per Article 4-806.A.2.b.i.A.1 of the Code, proposed development may be able to overcome the size presumed to be compatible within the defined neighborhood through the use of natural topography, underground construction, or distance of the proposed development from other private parcels, public roads and open spaces, where the resulting development would be minimally visible. In this case, staff found that these factors are not applicable because the proposed detached residential storage barn would be visible from the adjacent parcels located at 5367 Jay Road and 5503 Jay Road, and from 55th Street and CO State Highway 119. The parcel directly east of the subject parcel at 5503 Jay Road is vacant but a Site Plan Review (docket SPR-25-0007) for a new residence and barn was approved on February 12, 2025, and, therefore, has the potential to be developed in the near future. Additionally, although the stands of trees to the north and west of the subject

parcel and proposed development location provide some screening from CO State Highway 119, the natural topography is such that the existing and proposed structures would be visible from this right-of-way. Lastly, staff found the use of underground construction did not sufficiently reduce the visual impacts of the proposal, because the below grade floor area consists of a walk-out basement which would be mostly visible floor area.

In addition, staff found the dominant size range of total residential floor area in the defined neighborhood is between 1,783 square feet and 9,392 square feet, with a median residential size of 3,753 square feet. Limiting the proposal to the size presumed to be compatible of 4,691 square feet ensures that the resulting development remains in character with the defined neighborhood.

For these reasons, staff found the proposed detached residential storage barn does not meet any factors outlined in Article 4-806.A.2.b.i.A-H of the Code that would allow for the subject parcel to overcome the presumed compatible size. Therefore, the presumed compatible size could not be overcome pursuant to Article 4-806.A.2.b, and a limitation to a maximum of 4,691 square feet of residential floor area is appropriate.

2. The existing square footage of the basement and the covered porches on the proposed detached residential storage barn constitute residential floor area.

The appellants also argue that the existing square footage of the basement and potential open covered porches on the proposed detached residential storage barn should not contribute to the total residential floor area on the parcel. However, this argument is not consistent with the language of the Code.

Article 18-162 defines Floor Area as the area of a building or structure, existing or new, including basements and attached garages calculated without deduction for corridors, stairways, closets, the thickness of interior walls, columns, or other features as measured from the exterior face of the exterior walls. Floor area does not include the area of any covered porch or solar energy ground-mounted system, or a solar energy parking canopy system except as specified for Residential Floor Area. (For Residential Floor Area, see also Article 18-189.D.) Per Article 18-131A, Covered Porches are defined as covered areas not enclosed with solid walls, glass, or screens that are attached to the principal structure. Because the proposed covered porch would not be attached to the principal structure, it is not exempt from the definition of floor area under the Code and must be counted towards total residential floor area.

There is also no provision of the Code that allows for the exemption of a basement from the definition of residential floor area. Article 18-189D of the Code defines residential floor area as all attached and detached floor area (as defined in 18- 162) on a parcel including principal and accessory structures used or customarily used for residential purposes, such as garages, studios, pool houses, storage sheds, home offices, and workshops. The

only exemptions to this definition are gazebos, carports, solar parking canopies, detached greenhouses, renewable energy storage facilities, and hoop houses up to a total combined size of 400 square feet. Therefore, the existing basement floor area constitutes residential square footage under the Code.

3. Nearby parcels that have received planning approval for development and parcels outside of the defined neighborhood cannot be considered in the neighborhood size analysis.

Finally, the appellant argues that nearby parcels that have received planning approval for development and developed parcels outside of the defined neighborhood for the subject parcel should be considered in the neighborhood size analysis.

In accordance with the Community Planning & Permitting department's policy and practice, staff do not consider approved planning documents for nearby parcels in the neighborhood size analysis, but staff do consider approved building permits for nearby parcels that are within the defined neighborhood, if staff is aware of those permits at the time of application submittal for the subject parcel. There is an approved building permit for an addition to the existing residence at 5576 Jay Road, resulting in a total of 5,928 square feet of residential floor area on the parcel. This approved building permit was brought to staff's attention after the analysis was complete and the SPR-24-0087 determination letter was issued for the proposed detached residential storage barn at 4359 N 55th Street. Per Article 4-806.A.2.a.i, [t]he Boulder County Assessor's Records will be the base source of data to determine both the median size within that defined neighborhood as well as the existing residential floor area on a given parcel, as verified by Community Planning & Permitting staff for the subject parcel. The Boulder County Assessor's Records do not include the total residential floor area that was approved through the building permit at 5576 Jay Road. Therefore, staff did not consider the total residential floor approved in the building permit for 5576 Jay Road in the neighborhood size analysis for the SPR-24-0087 application at 4359 N 55th Street.

Per Article 4-806.A.1 of the Code, the required applicable neighborhood for the subject parcel is the area within 1,500 feet from the parcel, excluding parcels inside municipal boundaries, platted subdivisions with seven or more developed lots, and any mapped townsites. The Code does not provide any mechanism to allow for the consideration of the size of any homes outside of this defined neighborhood.

For these reasons, staff found that the nearby parcels that have received planning approval for development and developed parcels outside of the defined neighborhood for the subject parcel cannot be considered in the neighborhood size analysis. Therefore, the presumed compatible size for the defined neighborhood is 4,691 square feet of residential floor area.

RECOMMENDATION

For the reasons outlined above, staff recommend that the Board of County Commissioners uphold the Director's Determination for SPR-24-0087: Barrows Trust Storage Barn.

From: [Melanie Albert](#)
To: [Yelton, Dana](#)
Subject: [EXTERNAL] Re: SPR Determination: SPR-24-0087 at 4359 55th Street - appeal/call-up deadline May 27
Date: Tuesday, May 20, 2025 5:23:05 AM

Hi Dana,

I have been advised that it is in my best interest to appeal the determination. We live on an acre of land and it just doesn't make sense to me that we can't build a storage barn big enough to store a boat, camper, riding lawn mower and have a covered patio big enough to have family get togethers. Using the square footage of our basement and the proposed covered patio on the barn (but not our house) against our overall foot print doesn't seem right. I also feel like I was being delayed on purpose for the new more restrictive code to be released. It's no wonder people don't want to go through the hassle of getting a permit because it feels like the staff is trying to squeeze penny's out of me and working against me rather than with me. If you knew from the beginning that the basement had to count against me then why go through the site plan process. It's also frustrating when this determination was ready to be approved (without any neighbors protesting) and then after putting it on hold per your recommendation to look into the septic further just to be told it is fine and come back and have a conversation about my plans and assumptions rather than basing it all on facts makes me question the whole process (septic was in the way/wetland issues).

Thanks for the opportunity to discuss this further with the board.

Melanie Albert

On Tue, May 13, 2025 at 3:48 PM Yelton, Dana <dyelton@bouldercounty.gov> wrote:

Hi Melanie,

The Community Planning & Permitting Department issued a Determination on May 13, 2025 for **SPR-24-0087: Barrows Trust Storage Barn at 4359 55th Street**.

Please read through the attached Determination Letter and let me know if you have any questions. Note that the approval will not be made final until the subsequent 14-day appeal/call-up period ends. If the determination is not appealed by you, the applicant, or called up for a public hearing by the Board of County Commissioners, then the determination will be made final on May 28, and then building permits may be applied for.

If the determination is appealed, then a public hearing will be scheduled. Please be aware that at the public hearing, the Board shall not be limited in their review to the subject of the appeal, but may review any aspect of the site plan application. Based upon this evidence the Board may affirm the decision, alter conditions, add new conditions, or reverse the determination on any aspect of the Site Plan Review application. In the case of denial of a site plan, the Board shall state its reasons for its decision based upon the Site Plan Review

standards in Section 4-806. No permit shall be issued until and unless the Board acts on the determination at the public hearing, and approves the site plan. For more information about the appeal/call-up period, see Article 4-808 of the [Land Use Code](#).

Please let me know if I may be of further assistance.

Thank you,

Dana Yelton

Planner I | Development Review Team

Boulder County Community Planning & Permitting

Direct: 720-564-2647 | Main: 303-441-3930

My Typical Work Schedule: Mon-Thurs 7:30am-6pm

- 4359 N 55th is being unusually constrained due to the properties location outside the subdivision yet being compared to multiple properties with more than 1 acre of land such as Jay Hill Farm and The Fowler's with Juhls Lake where both have agricultural outbuildings that do not count against the RFA.
- Determination is degrading our property value compared to defined neighbor at 4189 57th \$2.4M vs \$864K = ~\$1.5M
- Request using RFA on latest approved site plans which would increase presumed compatible size to 5,912
- A footprint with 1218 sq ft barn for camper, 400 sq ft car port & a pergola covering 2500 sq ft is allowed but not solid roof/walls for more visually appealing barn where you won't see the boat?
- I chose to go with 2100 variance because I was told that was most likely to be approved due to subterranean basement but I desire 50*50 for 2500 sq/ft, but decision was based on RFA (Residential Floor Area)

Acres	4,691 125% of Median			5,912 125% of Median			5572 requested (2800+672+2100)/6052 desired (2800+672+2500)
	Building	Above Grade	Below Grade	RFA	nRFA	Total Area	
5554 Jay Rd	9.91	9,392	7,484	1,911	9,392	242	9,634
4189 N 57th St	0.91	5,160	5,160		5,160	3,500	8,660
5775 Jay Rd		5,044	4,462	582	6,021		6,021
4205 N 55th St	0.78	4,299	4,299		4,299	600	4,899
5501 Jay Rd	2.48	3,820	3,820		3,820	3,300	7,120
5503 Jay Rd	12.00				5,339	929	6,268
5457 Jay Rd	0.90	3,686	3,686		3,686	100	3,786
4359 N 55th St	0.88	3,472	2,072	1,400			-
5367 Jay Rd	29.23	3,342	2,148	1,194	3,342	15,295	18,637
5576 Jay Rd	6.29	3,132	3,132		6,414	4,979	11,393
5285 Jay Rd	2.93	1,783	1,783		1,783	2,604	4,387

Redfin, Realtor & Zillow say above grade 5800/below grade 2689?

SPR-24-0070 APPROVED: Site Plan Review to deconstruct 242 square feet of residential floor area and construct 1,219 square feet of additions to an existing 5,044-square-foot house resulting in a **total residential floor area of 6,021 square feet where the presumed compatible size is 5,536 square feet** at 5775 Jay Road.

SPR-25-0007 APPROVED: Site Plan Review for the construction of a **5,339-square-foot residence** with 929 square feet of covered porch area and a 936-square-foot barn in a defined neighborhood where the size **presumed to be compatible is 5,345 square feet**.

Why count my current RFA against me (you didn't on 5503 Jay Rd above).
Subterranean basement - mostly below ground
Unusually constrained due to this property - general purpose barn is nRFA lowering the their RFA and consequently the neighborhood.

SPR-21-0056 Final Complete: Site Plan Review to deconstruct 635 sq. ft. of the existing residence, then construct a 3,521 sq. ft. addition and add a 1,440 sq. ft. covered porch, for a **total residential floor area of 6,414 sq. ft. where the PSM is 5,508 sq. ft.** A new 4,979 sq. ft. barn is also proposed (farm utility building).





ChatGPT:

Yes, in Boulder County, there are limited ways to seek an exception or relief from current land use code, **especially when dealing with properties that are disproportionately restricted due to changes in regulations over time**. Here's a breakdown of potential avenues:

1. Nonconforming Uses / Structures (Grandfathering)
2. Request for Determination of Buildability or Floor Area (Pre-application Review)
3. Variance Request
4. Historic Exemptions or Existing Structure Credits
5. Site Plan Review Waiver or Limited Impact Special Review

The context of surrounding properties is sometimes considered, especially if yours is unusually constrained. You should definitely gather evidence of neighboring properties' larger RFAs, especially if they were developed under older codes. This can sometimes support your case during review.

For storing an RV, a boat, a riding lawn mower, plus having space for a wood shop, you'll want a fairly sizable garage. Here's a breakdown of the ideal size:

- Overall size:** 40'-50' wide x 40'-60' deep, with at least 14'-16' ceiling height
- RV bay: 14' x 40' to 16' x 50', with a 12'-14' wide x 14' tall door
- Boat bay: Depends on boat size/trailer — often 10'-12' wide x 25'-30' deep
- Riding mower bay: Small corner or side door (~6'x8') with space for maneuvering
- Wood shop: At least 15' x 20' area (ideally more) with dedicated outlets and lighting





Community Planning & Permitting

ATTACHMENT B

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

5/13/2025

Melanie Albert
663 Lehigh Circle
Erie, Co 80516

Linda Barrows
4359 N 55Th Street
Boulder, CO 80516

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 May 13, 2025.

Docket: SPR-24-0087 Barrows Trust Storage Barn

Request: APPROVED: Site Plan Review for the deconstruction of a 192-square-foot shed and the construction of a 1,219-square-foot detached residential storage barn on an approximately 1-acre parcel where there is 3,664 square feet of existing residential floor area in a defined neighborhood where the size presumed to be compatible is 4,691 square feet.

ORIGINAL: Site Plan Review for the deconstruction of a 192-square-foot shed and the construction of a 2,100-square-foot detached residential storage barn on an approximately 1-acre parcel where there is 3,664 square feet of existing residential floor area in a defined neighborhood where the size presumed to be compatible is 4,691 square feet.

Location: 4359 55TH STREET

Zoning: Rural Residential

Applicant: Melanie Albert

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.,

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

A handwritten signature in blue ink, appearing to read "Dan Yellon".

SPR-24-0087: Barrows Trust Storage Barn
 4359 N 55th Street
 Page 1 of 15
 May 13, 2025

APPLICATION #: SPR-24-0087
 APPLICANT: Melanie Albert
 PROJECT LOCATION: 4359 N 55th Street
 PROJECT SUMMARY: APPROVED: Site Plan Review for the deconstruction of a 192-square-foot shed and the construction of a 1,219-square-foot detached residential storage barn on an approximately 1-acre parcel where there is 3,664 square feet of existing residential floor area in a defined neighborhood where the size presumed to be compatible is 4,691 square feet.

ORIGINAL: Site Plan Review for the deconstruction of a 192-square-foot shed and the construction of a 2,100-square-foot detached residential storage barn on an approximately 1-acre parcel where there is 3,664 square feet of existing residential floor area in a defined neighborhood where the size presumed to be compatible is 4,691 square feet.

CONDITIONS OF APPROVAL

Article 4-802 of the Boulder County Land Use Code (the Code) states that Site Plan Review is required for any increase in residential floor area which results in a total 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 deconstruct a 192-square-foot shed and construct a 2,100-square-foot detached residential storage barn on an approximately 1-acre parcel, resulting in a total residential floor area of 5,572 square feet in a defined neighborhood where 125% of the median residential floor area is 4,691 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:*

c. For applications outside of platted subdivisions with seven or more developed lots or the townsites of Allenspark, Eldora, Eldorado Springs, Raymond and Riverside, the defined neighborhood is the area within 1,500 feet from the applicable parcel. The neighborhood shall not include any parcels inside municipal boundaries, platted subdivisions with seven or more developed lots or the townsites of Allenspark, Eldora, Eldorado Springs, Raymond and Riverside.

The applicable neighborhood for the subject parcel is the area within 1,500 feet from the parcel, excluding parcels inside municipal boundaries, platted subdivisions with seven or more developed lots, and any mapped townsites.

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

The presumed compatible size of residential structures within the defined neighborhood (see Standard 1 above for the applicable neighborhood) is 4,691 square feet.

Median (total residential floor area) in the defined neighborhood*	3,753 square feet
125% of the median residential floor area in the defined neighborhood	4,691 square feet
Total existing residential floor area on the subject parcel*	3,664 square feet (2,800-square-foot residence, 672-square-foot

	detached garage, and 192-square-foot shed)
Total proposed residential floor area	5,572 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.***

B. ABILITY TO OVERCOME THE SIZE PRESUMPTION

The existing residential floor area on the subject parcel includes a residence with a 1,400-square-foot first floor, a 1,400-square-foot walk-out basement, a 672-square-foot detached garage, and a 192-square-foot shed. The applicant proposes to deconstruct the 192-square-foot shed and construct a 2,100-square-foot detached residential storage barn. The resulting 5,572 square feet of residential floor area exceeds the size presumption by 881 square feet.

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 size presumed to be compatible within the defined neighborhood if visibility from other private parcels, public roads, and open space is sufficiently mitigated. In this case, staff find that the use of existing underground construction does not sufficiently reduce the visual impacts of the proposal because the below grade floor consists of a walk-out basement, where the floor area for the basement would be

considered mostly visible floor area, and the proposed residential storage barn would also be visible from adjacent parcels and nearby public roads.

Staff find the proposed residential storage barn does not meet any factors outlined in Article 4-806.A.2.b(i)(A)-(H) that would allow for the development to overcome the presumed compatible size. Therefore, the size of the residential storage barn is limited to 1,219 square feet, and the total residential floor area on the subject parcel to 4,691 square feet. Limiting the proposal to the presumed compatible size ensures that the resulting development remains in character with the defined neighborhood.

C. APPROVED SIZE

RESIDENTIAL FLOOR AREA*	
Total existing residential floor area on the subject parcel to remain	3,472 square feet (2,800-square-foot residence, 672-square-foot detached garage)
Approved NEW residential floor area	Maximum 1,219 square feet
TOTAL approved resulting residential floor area	Maximum 4,691 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 location of existing or proposed buildings, structures, equipment, grading, or uses shall not impose an undue burden on public services and infrastructure.***

ACCESS TO PROPERTY

The subject property is accessed from N 55th Street, a paved Boulder County owned and maintained right-of-way (ROW) with a functional classification of Local. Legal access is demonstrated by adjacency to the ROW.

The subject property has two points of access, where the north driveway is 14 feet wide, and the south driveway is 30 feet. The [Boulder County Multimodal Transportation Standards](#) (Standards) do not allow residential driveways in the plains that exceed 16 feet in width. Given the scope of the proposal, however, the driveway width will not need to be reduced at this time.

A driveway to access the storage barn is required and must comply with the Standards, including without limitation:

- a. Table 5.5.1 – Parcel Access Design Standards (1-Lane Plains Access)
- b. Standard Drawing 11 – Private Access

At building permit, submit site plans that meet the requirements of the [Boulder County Multimodal Transportation Standards](#).

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

During construction, all materials, machinery, vehicles, dumpsters, and other items must be staged on the subject property; no items are permitted to be stored or staged on N 55th Street.

4. ***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 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 storage barn is proposed to be located within an area where there is high swelling soil potential, as identified by the [Boulder County Comprehensive Plan](#). A site-specific geotechnical report is required to address the high swelling soil potential.

At the time of building or grading permit application, the Building Safety & Inspection Services Team will require a site-specific geotechnical report stamped by a licensed soils engineer that identifies any geologic hazards.

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.***

WILDFIRE MITIGATION

The proposed project is in Wildfire Zone 2 (eastern area of unincorporated Boulder County). In response to catastrophic wildfire events of the recent past and continued hazards of a changing climate, on May 12, 2022, the Board of County Commissioners adopted revisions to the Boulder County Building Code to ensure a minimum level of ignition resistance for all structures in Wildfire Zone 2. The approved updates to the Building Code took effect on June 6, 2022, and require the use of ignition-resistant materials for construction and a minimum three-foot non-combustible perimeter around the structure. Please contact the Building Division to learn more about the updated ignition-resistant construction requirements included in the Building Code Amendments.

7. ***The development shall avoid significant natural ecosystems or environmental features, including but not necessarily limited to riparian corridors and wetland areas, plant communities, and wildlife habitat and migration corridors, as identified in the Comprehensive Plan or through the Site Plan Review process. Development within or affecting such areas 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.

ECOSYSTEMS OR ENVIRONMENTAL FEATURES

Wetlands and Riparian Areas exist within the subject parcel, as identified in the [Boulder County Comprehensive Plan](#).

Because the proposed structure will be located within an area where sod grass has existed and been maintained for many years, staff do not anticipate the proposed development to cause significantly greater impact to the identified sensitive areas.

8. ***The development shall avoid agricultural lands of local, state or national significance as identified in the Comprehensive Plan or through the Site Plan Review process. Development within or affecting such lands 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 parcel is designated as having agricultural lands of statewide significance, as identified by the [Boulder County Comprehensive Plan](#). Staff do not foresee a significantly greater impact in regards to the designated agricultural lands because the subject parcel appears to have been historically used for primarily residential purposes, and the proposed location of the new structure is within an area where sod grass has existed and been maintained for many years.

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

	APPROVED
Location:	As shown on the revised site plan dated May 6, 2025
Elevations:	The submitted elevations are not approved
Height:	25 feet from existing grade
Exterior Materials:	Metal siding and Metal roof
Exterior Colors:	Gray siding and Clay (brown) roof

A. ELEVATIONS

The proposed elevations dated December 16, 2024 and the revised elevations dated May 6, 2025 that were submitted with application materials are not approved because the applicant is approved to construct only 1,219 square feet of the proposed 2,100-square-foot residential storage barn.

At time of Building Permit, submit to the Community Planning and Permitting Department revised elevation drawings for a 1,219-square-foot structure for review and approval.

B. EXTERIOR COLORS AND MATERIALS

The application materials propose a gray-colored siding and a clay brown-colored roof. Due to the structure's visible position in the landscape, samples of the exterior colors and metallic 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 surrounding area.

Prior to issuance of building permits, submit to the Community Planning & Permitting Department for review and approval, exterior color samples (color chips, brochure, or catalog page) and material samples to be used including roof, siding and trim. Materials must have a matte finish.

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

C. EXTERIOR LIGHTING

Because the submitted elevations are not approved, the locations of exterior lighting fixtures shown in the submitted application materials are not approved. The types of exterior lighting fixtures were not provided in the application materials.

Prior to issuance of building permits, 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 shall be included as part of the building plan set required at the time of permit application.

At the time of final inspections, the full installation of the approved exterior 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 location of the proposed residential storage barn is approved as shown on the revised site plan dated May 6, 2025.

B. EARTHWORK AND GRADING

The application materials indicate that no earthwork is proposed for the new structure. Although the subject property is relatively flat, staff find that a

moderate amount of non-foundational grading will be required for the new driveway to access the residential storage barn.

Prior to issuance of building or grading permits, submit to this office updated earthwork and grading calculations for the residential storage barn and access driveway.

Prior to issuance of building or grading permits, submit to this office 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, be sure to delineate the fill location on the re-vegetation plan as well as indicate the method of re-vegetation for any disturbed areas. The location of any excess fill on the site will have to be approved by the Community Planning & Permitting Department.

All reasonable efforts must be made to minimize the site disturbance associated with this development proposal. Total earthwork (excluding normal excavation contained within structure footings and foundations) approaching the 500 cubic yard trigger for [Limited Impact Special Use Review](#) will require grading plans certified by a registered Professional Engineer.

At the time of final inspections, 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.

C. UTILITIES

To minimize disturbances to the site, all utility service lines shall be routed underground (see [Article 7-1200](#) of the Land Use 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 shall 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.***

A. REVEGETATION PLAN

No information was provided regarding the proposed method of revegetation for site disturbances associated with construction of the residential storage barn and driveway.

Prior to issuance of building or grading permits, submit to the Community Planning & Permitting Department for review a proposed Revegetation Plan that conforms to the requirements as described on the materials located on our [Revegetation Page](#).

Prior to issuance of a Certificate of Occupancy, the full installation of the approved revegetation plan must be inspected and approved by the Community Planning & Permitting Department. 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 success of revegetation. You should consider the following well in advance of your revegetation inspection:

- a. Whether you are 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. Keep in mind that the steeper the slopes and dryer the soil, the greater the attention needed 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.

B. EROSION CONTROL

Appropriate erosion and perimeter control measures for all disturbed areas must be installed downslope and parallel to contours including staging

areas. Stockpiled fill piles in place over 30 days must be properly covered and/or stabilized with temporary vegetation.

Prior to issuance of building or grading permits, details regarding the placement and construction of the erosion control methods must be submitted to and approved by the Community Planning & Permitting Department.

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

At the time of the footing foundation inspection and all subsequent inspections, the Community Planning & Permitting Department must confirm the erosion control methods and materials have been installed as required per the approved plans.

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

A. LOCATION: SETBACK SURVEY REQUIREMENT

The revised site plan dated May 6, 2025 indicates that the footprint of the proposed structure is within 20 percent of the minimum required 7-foot side (i.e., north) and the 15-foot rear (i.e., west) yard setbacks for the Rural Residential Zoning District. Therefore, a Setback Survey Verification Form is required. This form will be provided at the time a building permit is processed.

Prior to the foundation form inspection, the Setback Survey Verification Form must be completed by a licensed surveyor and submitted to the Community Planning & Permitting Department.

B. DECONSTRUCTION PERMIT

A deconstruction permit is required to remove the 192-square-foot shed from the parcel.

SPR-24-0087: Barrows Trust Storage Barn
4359 N 55th Street
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May 13, 2025

Prior to issuance of any other permits, the applicant must apply for and complete a deconstruction permit for the shed.

ADDITIONAL REQUIREMENTS AND INFORMATION:

AFFIDAVIT FOR RESIDENTIAL ACCESSORY STRUCTURE

Please be advised that the Boulder County Land Use Code allows for a detached storage barn as an accessory residential structure. However, any alteration to the structure approved herein prohibits a change in use for a second residential structure on a single parcel without review and approval of a Special Review per Article 4-516.D of the Land Use Code. This means no bathing or cooking facilities are allowed in the accessory structure. To insure that the proposed accessory storage barn conforms with the provisions of the Land Use Code, at the time the building permit for this property is processed, the Land Use Department will require the property owner to sign an affidavit which acknowledges the zoning requirements of [Article 4-103 of the Land Use Code](#) and the Rural Residential Zoning District as related to subsections (B)(11) Residential Uses and (C)(11) Accessory Structures, and Article 4-516 as related to subsections (H) Accessory Dwelling and (M) Accessory Structure.

BUILDING PERMIT: A building permit, plan review and inspections approvals are required for the proposed detached storage barn. A separate building permit is required to deconstruct the existing shed.

We have updated the Building Code Amendment, and the effective date for this new code is March 31, 2025. You can review the new [Boulder County Building Code Amendments, effective March 31, 2025](#).

DESIGN WIND AND SNOW LOADS: The design wind and ground snow loads for the property are 160 mph (Vult) and 40 psf, respectively.

IGNITION-RESISTANT CONSTRUCTION AND DEFENSIBLE SPACE: Please refer to Section R390 of the Boulder County Building Code for wildfire hazard mitigation requirements, including ignition-resistant construction and defensible space.

COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE: See requirements in the Colorado Model Electric Ready and Solar Ready Code, as adopted with these amendments.

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

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4359 N 55th Street
Page 14 of 15
May 13, 2025

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](#).

PUBLIC HEALTH ONSITE WASTEWATER TREATMENT SYSTEM REQUIREMENTS:

OWTS:

1. Boulder County Public Health issued a new permit for the installation of an absorption bed system on September 8, 1960. The permit was issued for an onsite wastewater treatment system (OWTS) adequate for a 3-bedroom house. Boulder County Public Health approved the installation of the OWTS on September 15, 1960.
2. The site plan review proposes construction of an accessory storage barn structure. The structure will not feature any wastewater generating fixtures and will not require connection to an OWTS.
3. Setbacks between all buildings and the OWTS serving this property and OWTS serving neighboring properties, must be in accordance with the Boulder County OWTS Regulations, Table 7-1. The storage barn structure must be no closer than 10 feet to the absorption area and 5 feet to the septic tank.
4. Setback distances between the OWTS and the storage barn structure should be demonstrated on the building permit site plans.

Avoid Damage to OWTS:

1. Heavy equipment should be restricted from the surface of the absorption field during construction to avoid soil compaction, which could cause premature absorption field malfunction. Caution should be used in conducting trenching and excavation activities so that sewer lines and other OWTS components are not damaged.
2. The applicant should ensure there is adequate space to drive across the yard to the proposed storage barn without driving over the existing soil treatment area. Driving over the soil treatment area can result in soil compaction and premature failure of the system.
3. Setback distances between the soil treatment area and the proposed informal driveway should be demonstrated on the building permit site plan.

XCEL ENERGY:

Please be aware PSCo owns and operates existing natural gas and electric service facilities within the subject property. As a safety precaution, PSCo would like to remind the developer to dial 811 for utility locates prior to construction.

SPR-24-0087: Barrows Trust Storage Barn
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The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect.



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 **ATTACHMENT B**

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) 4359 N 55th St			
Subdivision Name TR, NBR 803-830 RURAL BO & LGT			
Lot(s)	Block(s)	Section(s)	Township(s)
Area in Acres	Existing Zoning	Existing Use of Property	Number of Proposed Lots
Proposed Water Supply		Proposed Sewage Disposal Method	

Applicants:

Applicant/Property Owner Linda Barrows		Email lindakaybarrows@gmail.com	
Mailing Address 4359 N 55th St			
City Boulder	State CO	Zip Code 80516	Phone 720-335-1595
Applicant/Property Owner/Agent/Consultant Melanie Albert		Email malbert1315@gmail.com	
Mailing Address 663 Lehigh Circle			
City Erie	State	Zip Code CO	Phone 303-253-5257
Agent/Consultant		Email	
Mailing Address			
City	State	Zip Code	Phone

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 Linda Kay Barrows	Printed Name Linda Kay Barrows	Date 11-29-24
Signature of Property Owner Melanie Albert	Printed Name Melanie Albert	Date 11-29-24

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

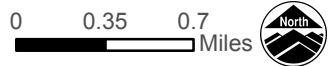
2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

ATTACHMENT B

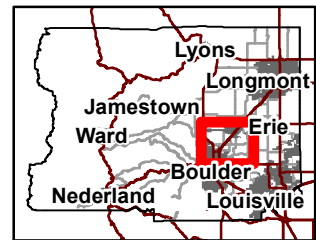
Vicinity

4359 N 55TH ST

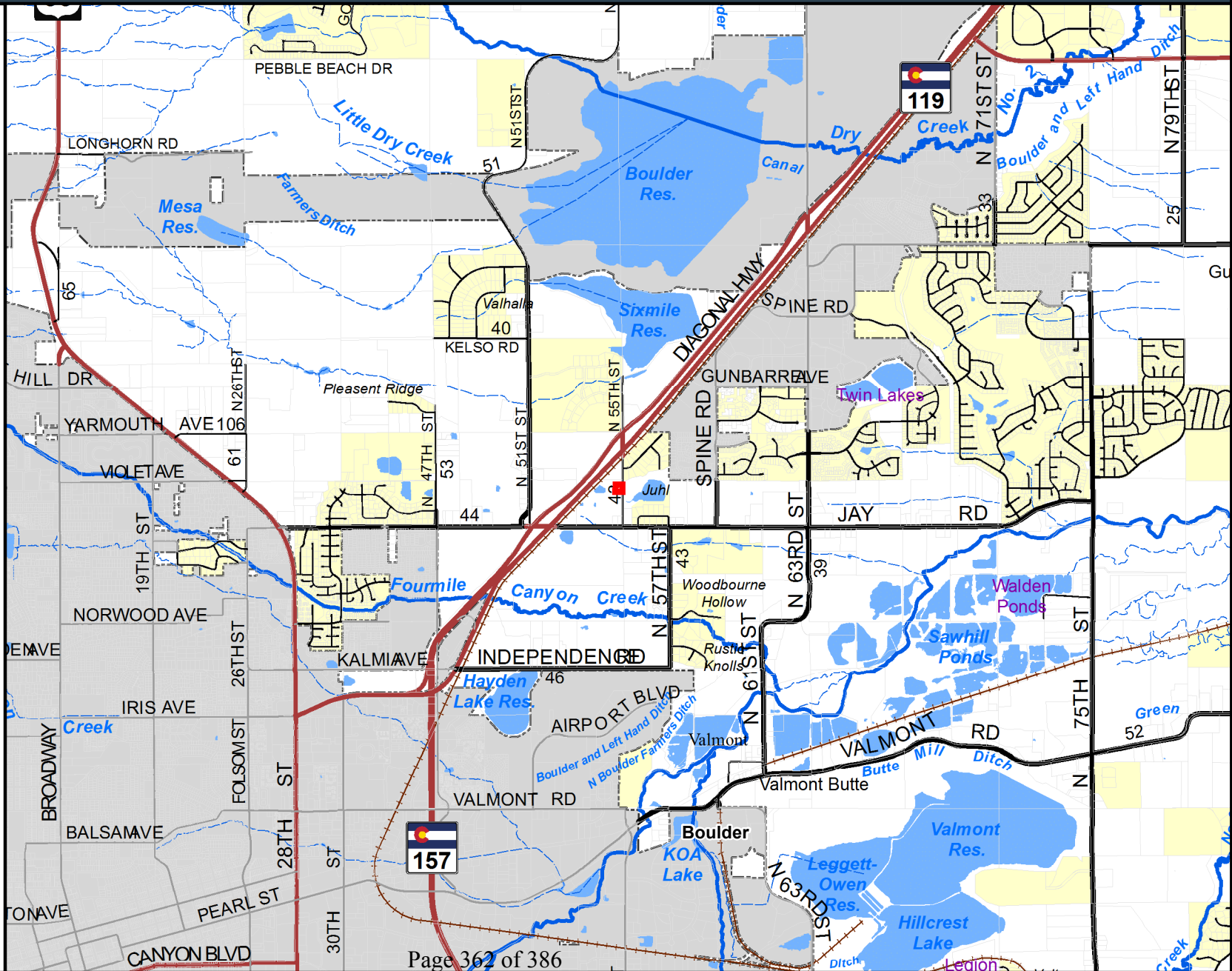
- Subject Parcel
- Municipalities
- Subdivisions**
- Subdivisions



Area of Detail Date: 11/13/2024



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ATTACHMENT B

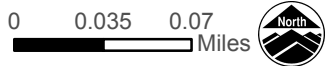
Location

4359 N 55TH ST

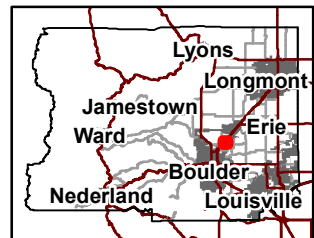
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Subdivisions

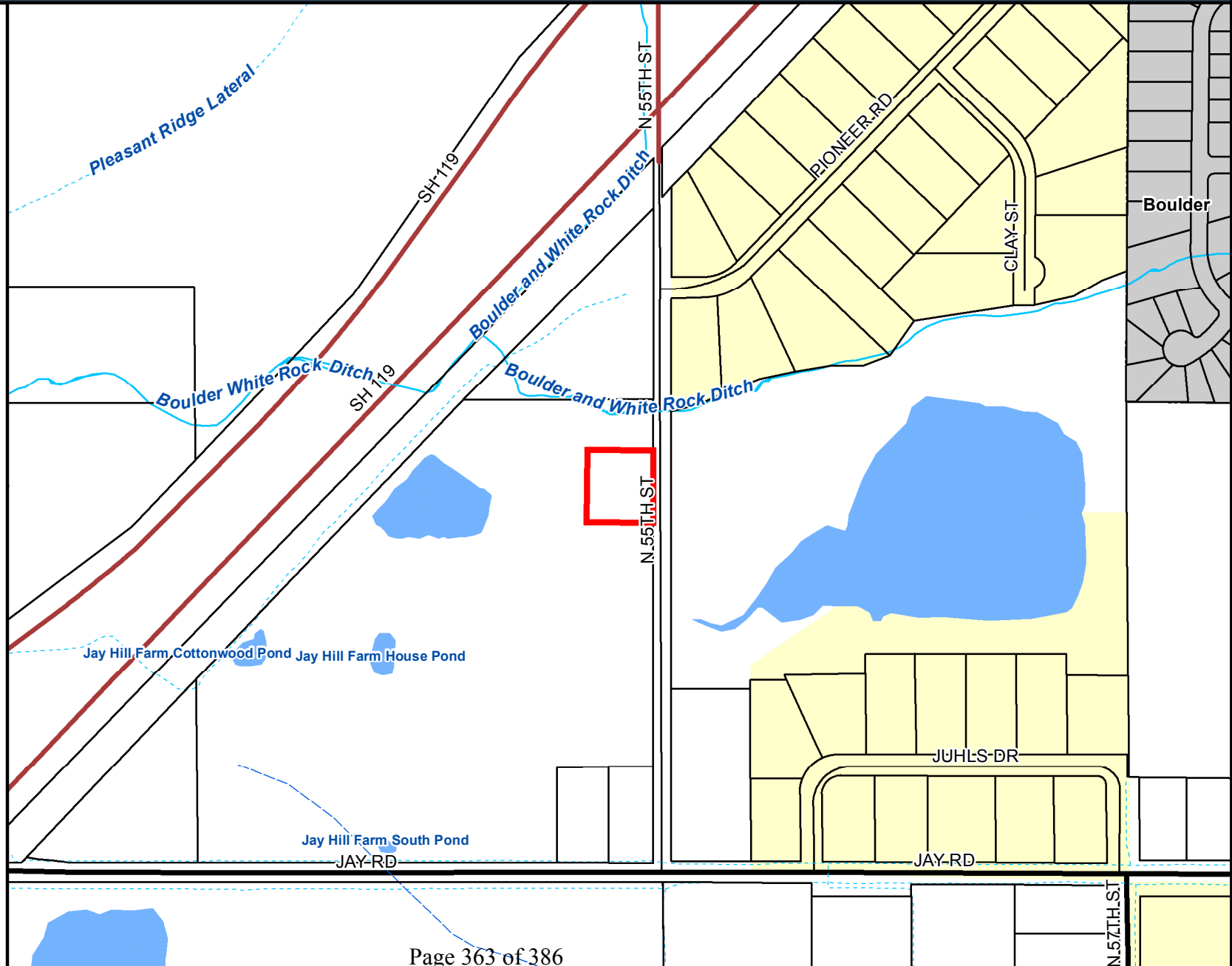
 Subdivisions



Area of Detail Date: 11/13/2024



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ATTACHMENT B

Aerial

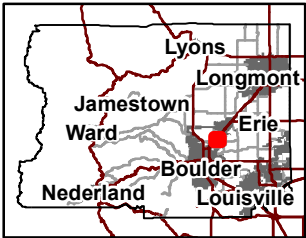
4359 N 55TH ST

 Subject Parcel

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ATTACHMENT B

Aerial

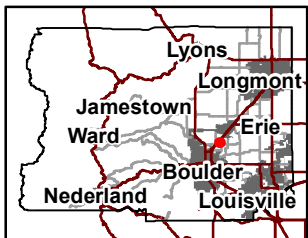
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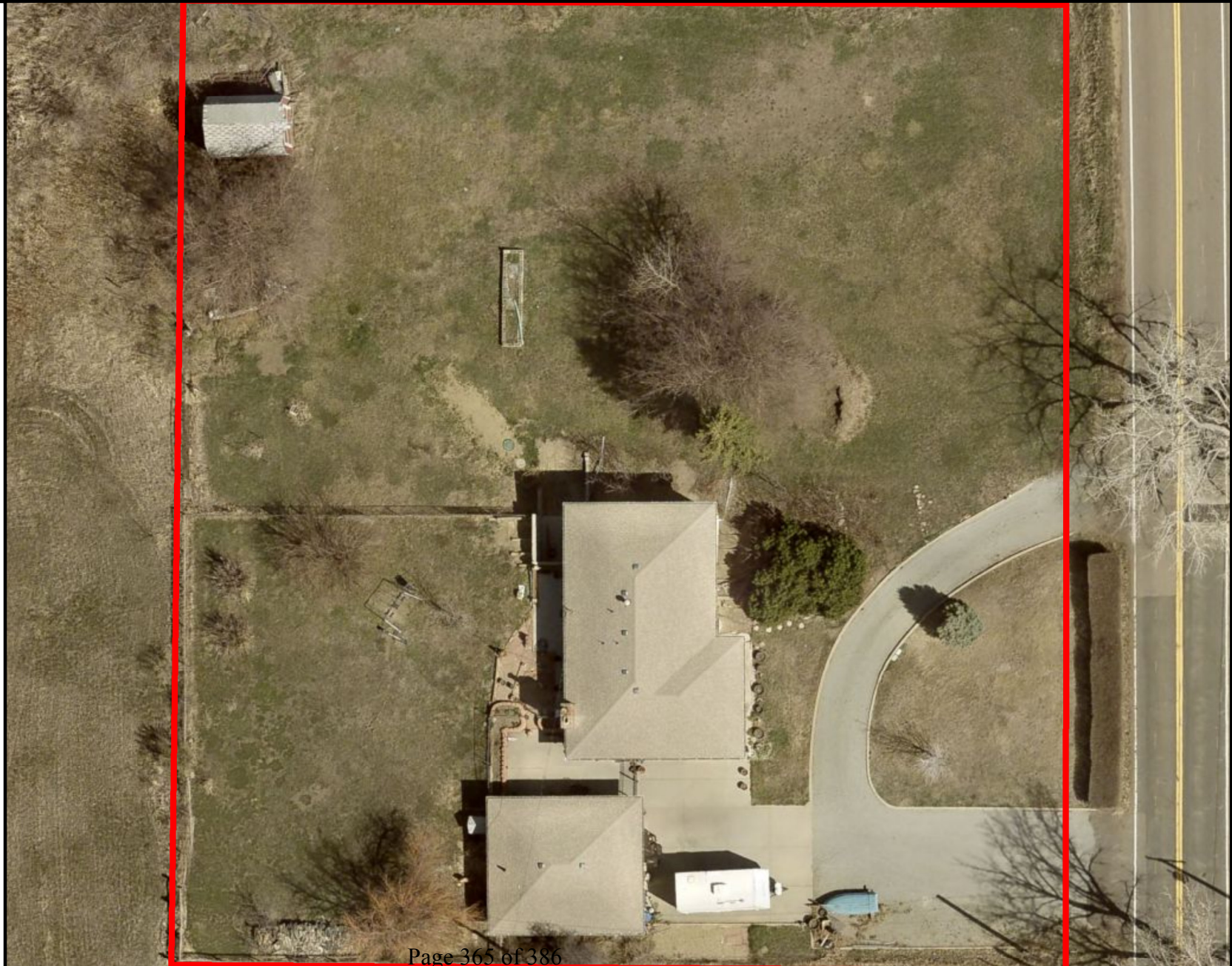
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Miles



Area of Detail Date: 11/13/2024



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ATTACHMENT B

Comprehensive Plan


4359 N 55TH ST

 Subject Parcel

 Riparian Areas

 Wetlands

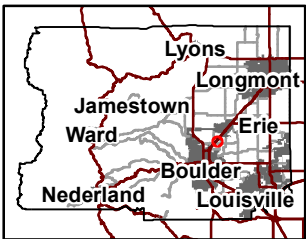
Significant Agricultural Land

 Ag of Statewide Importance

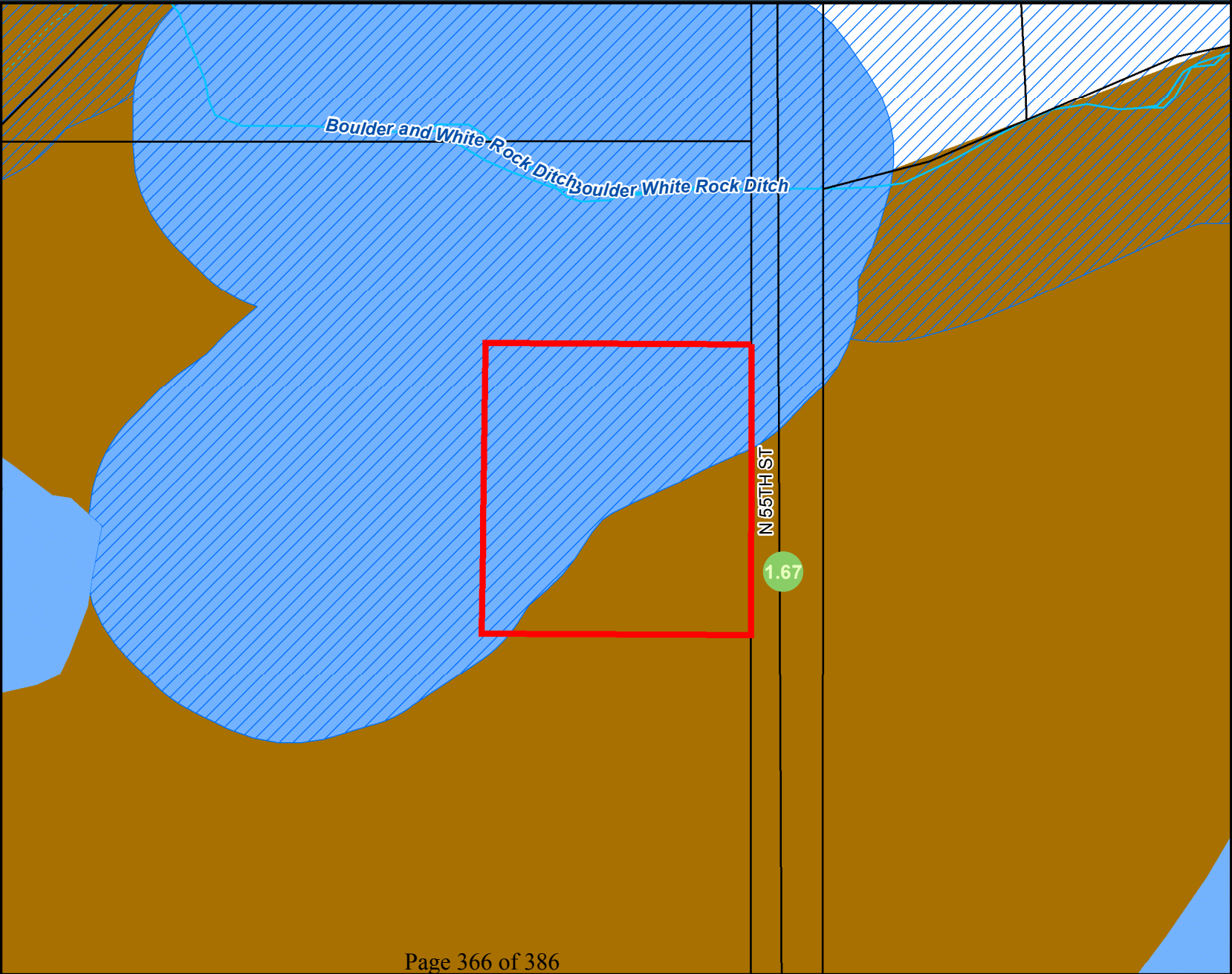
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Area of Detail Date: 11/13/2024



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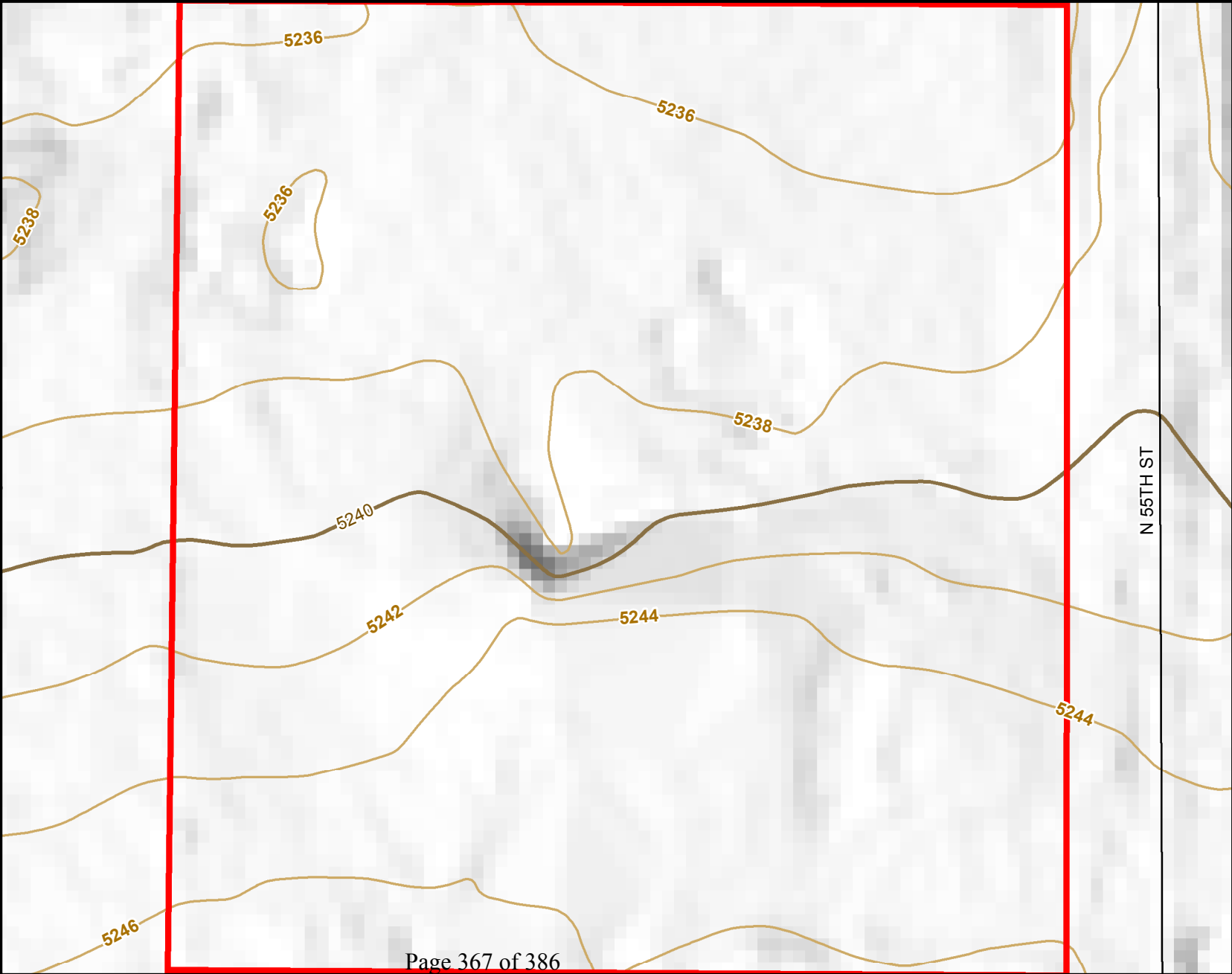
2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

ATTACHMENT B

Elevation Contours

4359 N 55TH ST

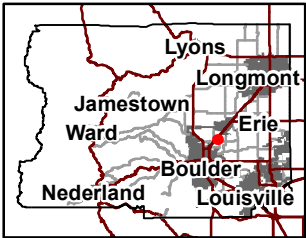
-  Subject Parcel
-  Contours 40'
-  Contours 2'



0 0.0025 0.005 Miles



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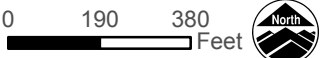
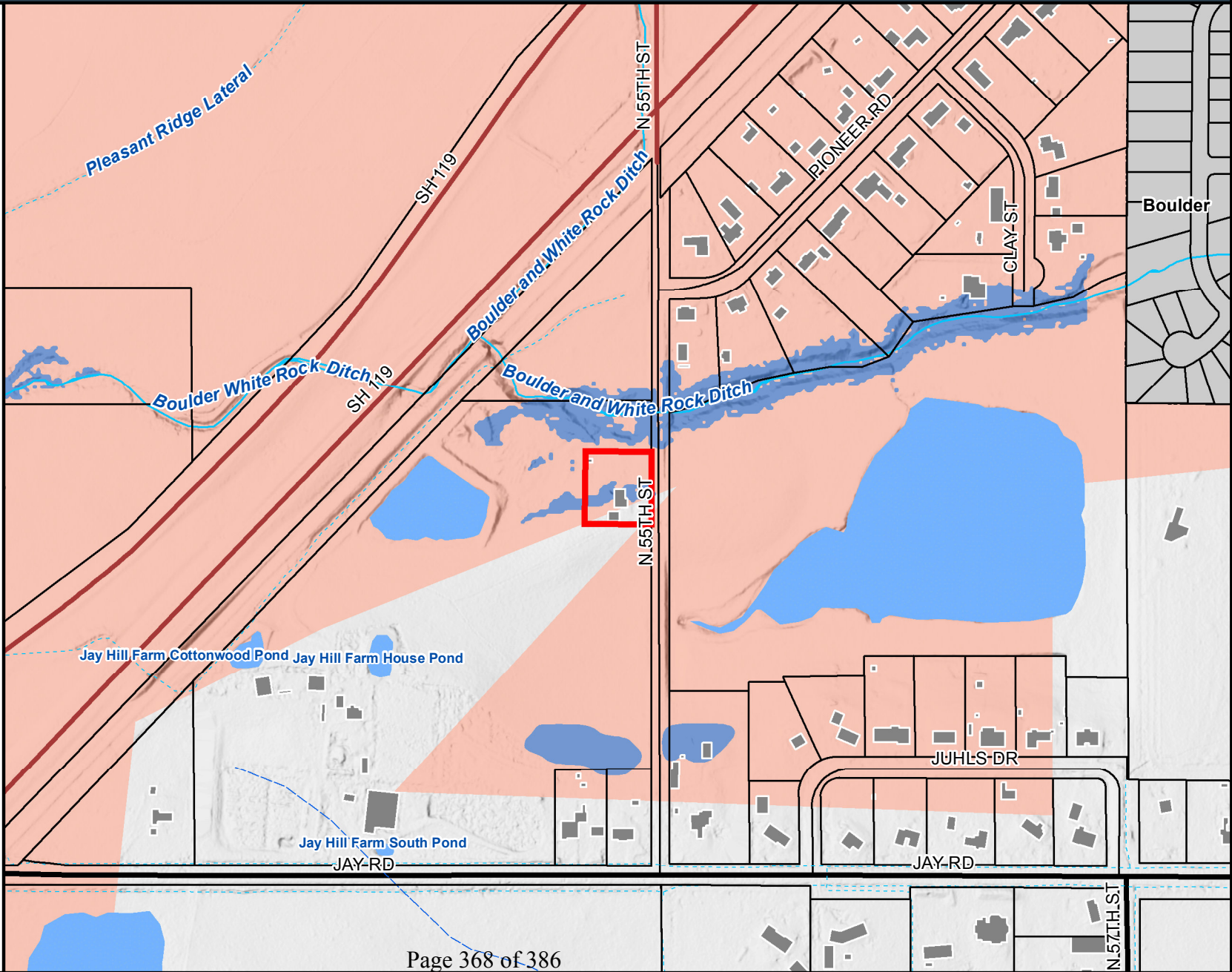
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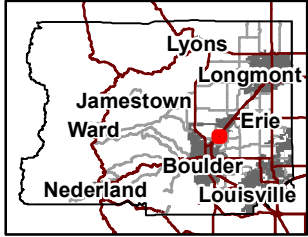
Geologic Hazards

4359 N 55TH ST

-  Subject Parcel
-  High Swelling Soil Potential



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ATTACHMENT B

Planning Areas

4359 N 55TH ST

Subject Parcel

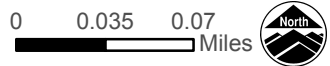
Airport Influence

Airport Influence

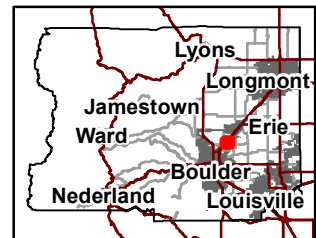
Active IGA
Boundary

Active IGA Designation

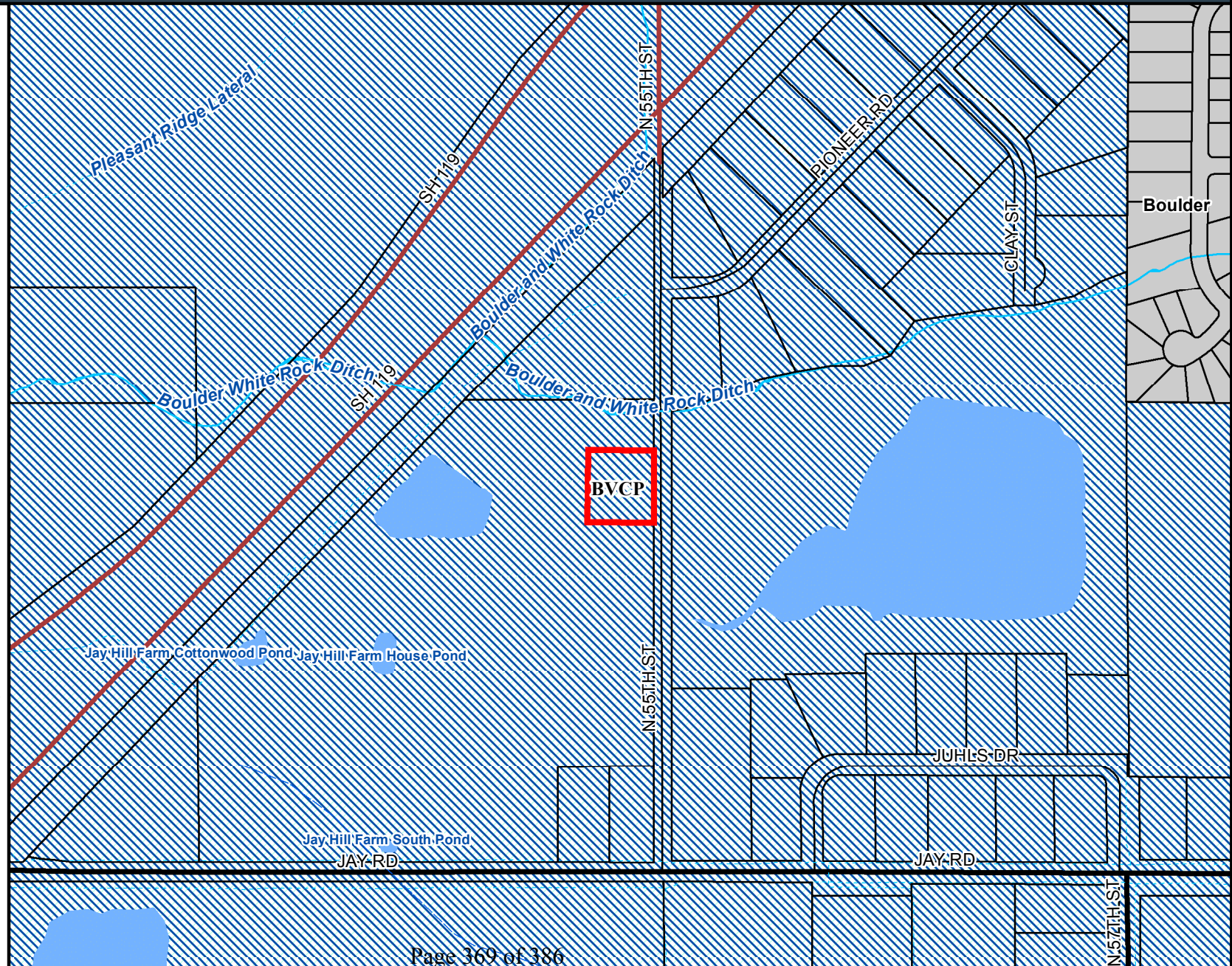
BVCP



Area of Detail Date: 11/13/2024



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ATTACHMENT B

Public Lands & CEs

4359 N 55TH ST

 Subject Parcel

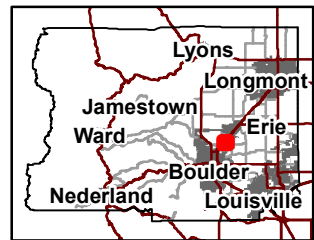
Boulder County Open Space

-  County Open Space
-  County Conservation Easement
-  OSMP Properties

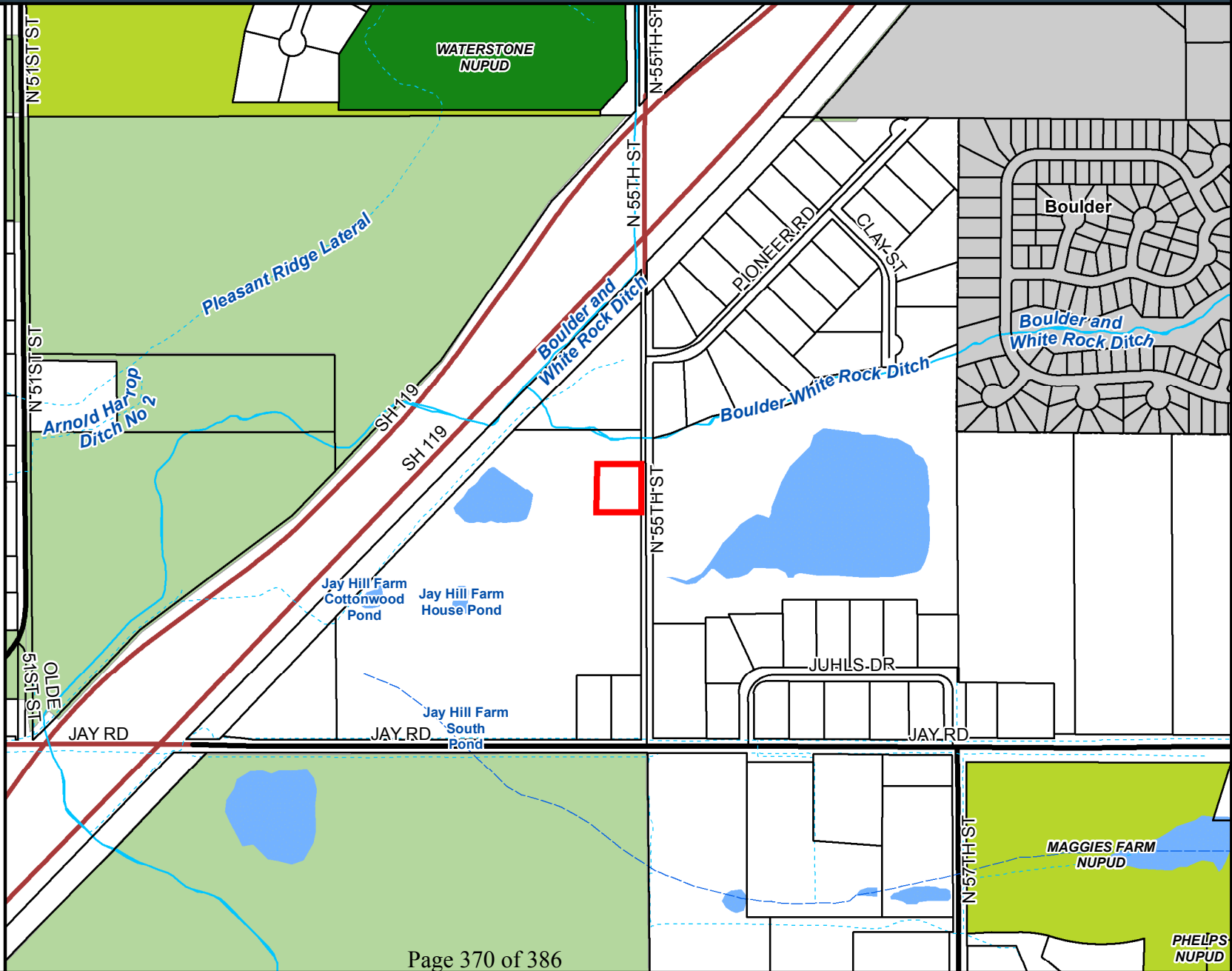
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ATTACHMENT B

Zoning


4359 N 55TH ST

 Subject Parcel

Zoning Districts


 Rural Residential

Ditch Setbacks

 20 feet

 50 feet

Major Road Setbacks

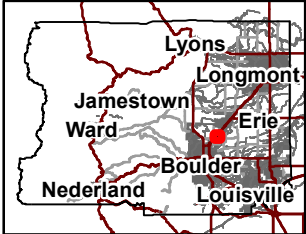
 110 feet

 160 feet

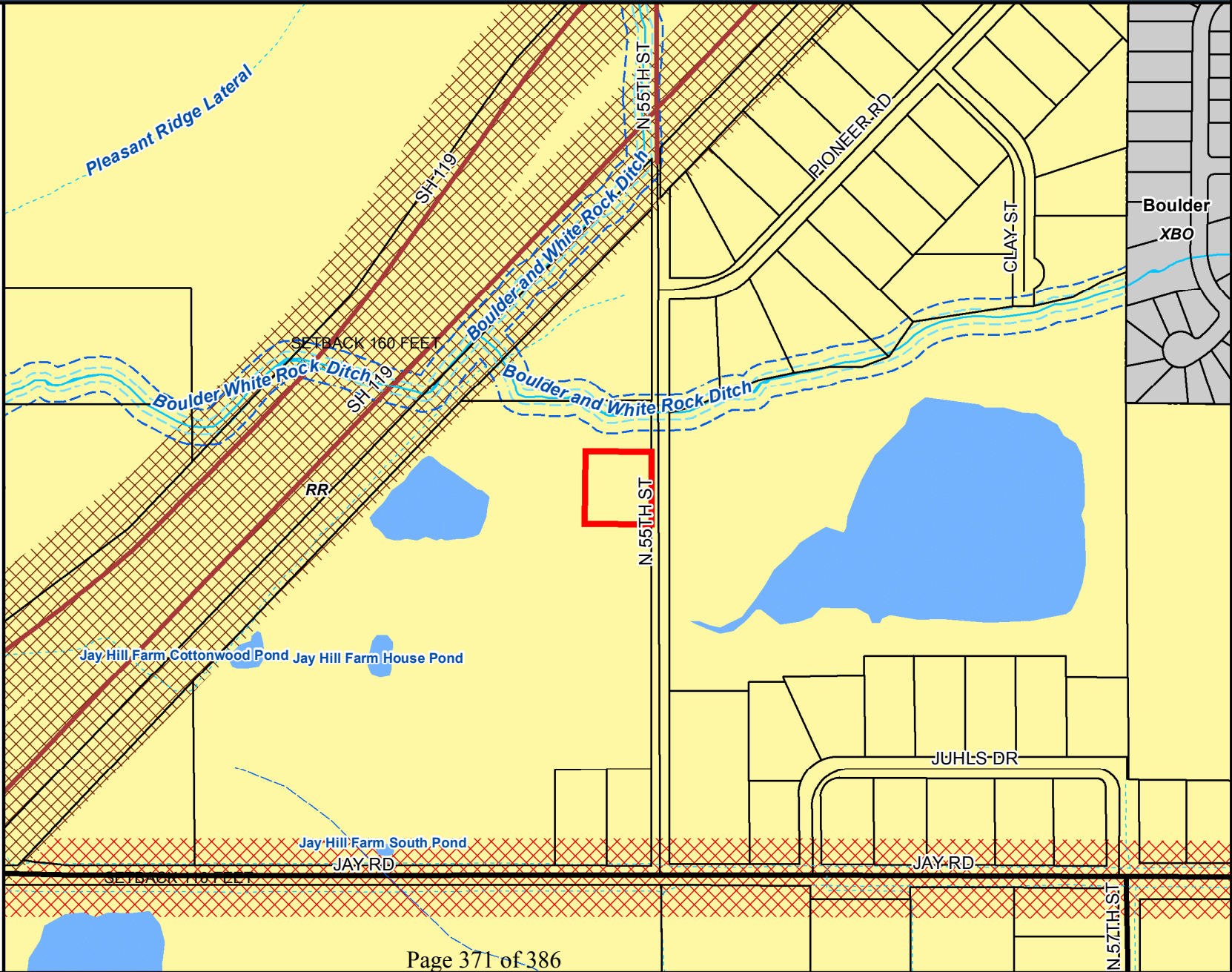
0 190 380 Feet



Area of Detail Date: 11/13/2024



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Site Plan Review Fact Sheet

ATTACHMENT B

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

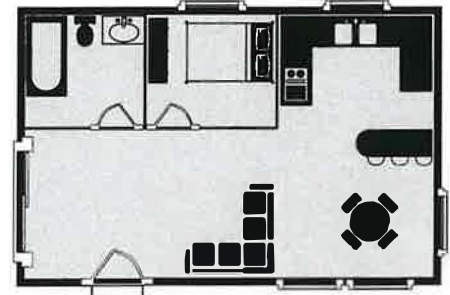
Type of Structure: (e.g. residence, studio, barn, etc.)		Barn (3 ports)	
Total Existing Floor Area: (Finished + Unfinished square feet including garage if attached.)		sq. ft.	Deconstruction: 0 sq. ft.
Are new floor areas being proposed where demolition will occur? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (include the new floor area square footage in the table below) N/A			
Proposed Floor Area (New Construction Only)			<input type="checkbox"/> Residential <input checked="" type="checkbox"/> Non-Residential
	Finished	Unfinished	Total
Basement:	sq. ft.	sq. ft.	0 sq. ft.
First Floor:	sq. ft.	2100 sq. ft.	2100 sq. ft.
Second Floor:	sq. ft.	sq. ft.	0 sq. ft.
Garage:			
<input checked="" type="checkbox"/> Detached <input type="checkbox"/> Attached	sq. ft.	sq. ft.	sq. ft.
*Covered Porch:	sq. ft.	sq. ft.	0 sq. ft.
Total:	sq. ft.	sq. ft.	2100 sq. ft.
			Total Bedrooms 0

Project Identification:

Project Name: Replacement Storage Barn
Property Address/Location: 4359 N55TH ST (NW corner)
Current Owner: Linda Barrows
Size of Property in Acres: 1 acre

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.)		Existing Barn (1 Port)	
Total Existing Floor Area: (Finished + Unfinished square feet including garage if attached.)		sq. ft.	Deconstruction: ~120 sq ft 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
Basement:	sq. ft.	sq. ft.	sq. ft.
First Floor:	sq. ft.	sq. ft.	sq. ft.
Second Floor:	sq. ft.	sq. ft.	sq. ft.
Garage:			
<input type="checkbox"/> Detached <input checked="" type="checkbox"/> Attached	sq. ft.	sq. ft.	sq. ft.
*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 = Total

	Cut	Fill	Subtotal
Driveway and Parking Areas			0
Berm(s)			0
Other Grading			0
Subtotal			0

Box 1

* 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:	N/A

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.

Do not have a quote for concrete work yet, but the land appears to be flat.
Median Residential Floor: 4,691 Calculated Floor Area: $672+1400+1400+2100 = 5572$
*Presumption does not adequately address the size compatibility of the proposed development due to unfinished basement.
Propose excluding 1400 for basement: $672+1400+2100 = 4172$

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 Melanie Albert	Date 11/26/24
---	----------------------------------	----------------------

Written Project Narrative: I am proposing replacing our 1 car storage barn with a three car storage barn to store our camper, boat and riding lawn mower. It will only need electric and will not have other utilities. I need it to be right up against setbacks in order not to interfere with the septic system. It will not have a driveway since the camper will only come in and out a handful of times per year. We used to store it near the barn, but it was getting infested with mice and needed it closer to the house to empty mouse traps. Right now the lawn mower is in the garage because the barn is broken and animals were chewing the wires. Moving the mower to the barn will allow my mom to park in the garage for the first time. Land is flat so no elevations drawings needed. Earth work will be minimal and just for laying concrete. The goal is to be visually appealing from all sides. Proposing decreasing the size of the Median Residential Floor

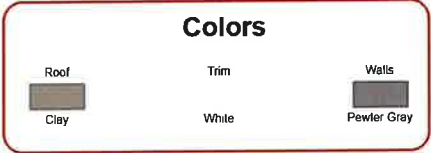
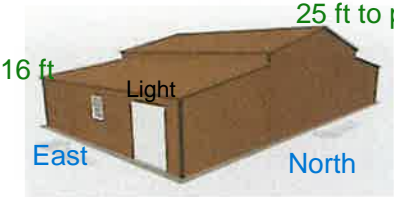


December 16, 2025

Your 3D Renderings of Your Project

December 16, 2025

4 downlit lights total



Median Residential Floor: 4,691

Floor Area: 672+1400+1400+2100 = 5572

*Presumption does not adequately address the size compatibility of the proposed development due to unfinished basement.

Propose Excluding 1400 for basement: 672+1400+2100= 4172

Leanto 1 Sizes : Width: 15 Length: 35 Height: 8 Sq. Foot: 525

Item

Base Price Size: 15'x35'

Galvanized Steel Framework Double Coated

Roof System: Upgraded A Frame Vertical Roof 2/12 Pitch

Certification: 35 psf 140 mph

Leg Height: 8'

Side Closed: 35'x8'

Panel Type Side: Horizontal Panels

End Walls: End Walls Closed 15'x8' Steel Panels

Panel TypeEnds: Horizontal Panels

Frame Gauge: 14 Gauge Steel Studs

Screw Type: Upgraded Colored Screws

Anchors Type: Concrete

Roll Up Doors

6x7 Roll Up Door

Location: Front End Wall + Header Seal

Doors & Windows

30x36 White Grid Window

Location: Left Side Wall

36x80 walkin door

Location: Left Side Wall

Total Building Size : Width: 30/15/15 Length: 35/35/35 Height: 12/8/8 Sq. Feet: 2100
Ideally 60'x30' = 2100

ATTACHMENT B Center B

Center Building Sizes : Width: 30 Length: 35 Height: 12 Sq. Feet: 1050

Item

Base Price Size: 30'x35'

Galvanized Steel Framework Double Coated

Roof System: Upgraded A Frame Vertical Roof 3/12 Pitch

Certification: 35 psf 140 mph

Leg Height: 12'

End Walls: Closed 30'x12' Steel Panels

Panel Type Ends: Horizontal Panels

Frame Gauge: 14 Gauge Steel Studs

Screw Type: Upgraded Colored Screws

Anchors Type: Concrete

Roll Up Doors

10x10 Roll Up Door

Location: Front End Wall + Header Seal

Frame Outs

14x9 Frameout

Location: Left Side Wall

14x9 Frameout

Location: Right Side Wall

Lighting -> to be shaded and downlit

Revegetation -> assumed not to be necessary

Earthwork & Grading -> less than 500 cubic yard

Height -> to be less than 30 feet

Leanto 2 Sizes : Width: 15 Length: 35 Height: 8 Sq. Foot: 525

Item

Base Price Size: 15'x35'

Galvanized Steel Framework Double Coated

Roof System: Upgraded A Frame Vertical Roof 2/12 Pitch

Certification: 35 psf 140 mph

Leg Height: 8'

Side Closed: 35'x8'

Panel Type Side: Horizontal Panels

End Walls: End Walls Closed 15'x8' Steel Panels

Panel TypeEnds: Horizontal Panels

Frame Gauge: 14 Gauge Steel Studs

Screw Type: Upgraded Colored Screws

Anchors Type: Concrete

Roll Up Doors

6x7 Roll Up Door

Location: Right Side Wall + Header Seal

Doors & Windows

36x80 walkin door

Location: Front End Wall

30x36 White Grid Window

Location: Front End Wall

30x36 White Grid Window

Location: Right Side Wall

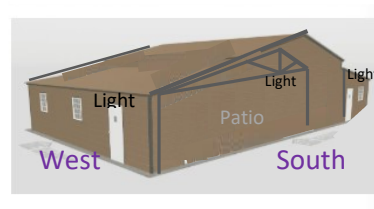
REVISED

May 6, 2025



REVISED

May 6, 2025

**Median Residential Floor: 4,691**Floor Area: $672+1400+1400+2100 = 5572$

*Presumption does not adequately address the size compatibility of the proposed development due to unfinished basement.

Propose Excluding 1400 for basement: $672+1400+2100= 4172$

Light

Lighting -> to be shaded and downlit**Revegetation** -> assumed not to be necessary**Earthwork & Grading** -> less than 500 cubic yard**Height** -> to be less than 30 feet**Colors**

Trim
White

Walls
Pewter Gray



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.gov

Building Safety & Inspection Services Team

MEMO

TO: Dana Yelton, Planner I
FROM: Michelle Huebner, Plans Examiner Supervisor
DATE: December 18, 2024

RE: Referral Response, SPR-24-0087: Barrows Trust Storage Barn. Site Plan Review for the deconstruction of a 192-square-foot shed and the construction of a 2,100-square-foot detached residential storage barn on an approximately 1-acre parcel where there is 3,664 square feet of existing residential floor area in a defined neighborhood where the size presumed to be compatible is 4,691 square feet.

Location: 4359 N 55th Street

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

1. **Building Permits.** A building permit, plan review and inspection approvals are required for the proposed detached garage. A separate building permit is required to deconstruct the existing 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 160 mph (Vult) and 40 psf, respectively.
3. **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.
4. **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

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

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.

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 us at (720) 564-2640.



Community Planning & Permitting

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303-441-3930 • www.BoulderCounty.gov

January 6, 2025

TO: Dana Yelton, Planner I; Community Planning & Permitting, Development Review Team - Zoning

FROM: Anita Riley, Principal Planner; Community Planning & Permitting, Development Review Team – Access & Engineering

SUBJECT: Docket # SPR-24-0087: Barrows Trust Storage Barn – 4359 N 55th Street

The Development Review Team – Access & Engineering has reviewed the above referenced docket and has the following comments:

1. The subject property is accessed from N 55th Street, a paved Boulder County owned and maintained right-of-way (ROW) with a functional classification of Local. Legal access is demonstrated by adjacency to the ROW.
2. The subject property has two points of access, where the north driveway is 14 feet wide, and the south driveway is 30 feet. The Boulder County Multimodal Transportation Standards (Standards) do not allow residential driveways in the plains that exceed 16 feet in width. Given the scope of the proposal, however, the driveway width will not need to be reduced at this time.
3. The application does not propose a driveway, however, a driveway to a structure is required when the structure is expected to be accessed by a licensed motorized vehicle. Therefore, a driveway is required with a design that complies with the Standards, including without limitation:
 - a. Table 5.5.1 – Parcel Access Design Standards (1-Lane Plains Access)
 - b. Standard Drawing 11 – Private Access

At building permit, submit site plans that meet the requirements set out in the Boulder County Multimodal Transportation Standards.

4. The proposed driveway must intersect with the north driveway at a perpendicular angle. It may not directly access N 55th Street or widen the north driveway at the approach to N 55th Street.
5. During construction, all materials, machinery, vehicles, dumpsters, and other items shall be staged on the subject property; no items shall be stored or staged on N 55th Street.

This concludes our comments at this time.



Public Health

Environmental Health Division

ATTACHMENT B

December 27, 2024

TO: Staff Planner, Community Planning and Permitting

FROM: Carl Job, Environmental Health Specialist

SUBJECT: SPR-24-0087: Barrows Trust Storage Barn

OWNER: BARROWS

PROPERTY ADDRESS: 4359 N 55TH STREET

SEC-TOWN-RANGE: 16 -1N -70

The Boulder County Public Health (BCPH) – Environmental Health division has reviewed the submittals for the above referenced docket and has the following comments.

OWTS:

1. Boulder County Public Health issued a new permit for the installation of an absorption bed system on 09/08/1960. The permit was issued for an onsite wastewater treatment system (OWTS) adequate for a 3-bedroom house. Boulder County Public Health approved the installation of the OWTS on 09/15/1960.
2. The site plan review proposes construction of an accessory storage barn structure. The structure will not feature any wastewater generating fixtures and will not require connection to an OWTS.
3. Setbacks between all buildings and the OWTS serving this property and OWTS serving neighboring properties, must be in accordance with the Boulder County OWTS Regulations, Table 7-1. The storage barn structure must be no closer than 10 feet to the absorption area and 5 feet to the septic tank. For the regulations, go to: <https://assets.bouldercounty.gov/wp-content/uploads/2017/05/boulder-county-ows-regulations.pdf>
4. Setback distances between the OWTS and the storage barn structure should be demonstrated on the building permit site plans.

Avoid Damage to OWTS:

1. Heavy equipment should be restricted from the surface of the absorption field during construction to avoid soil compaction, which could cause premature absorption field malfunction. Caution should be used in conducting trenching and excavation activities so that sewer lines and other OWTS components are not damaged.
2. The applicant should ensure there is adequate space to drive across the yard to the proposed storage barn without driving over the existing soil treatment area. Driving over the soil treatment area can result in soil compaction and premature failure of the system.
3. Setback distances between the soil treatment area and the proposed informal driveway should be demonstrated on the building permit site plan.

This concludes comments from the Public Health - Environmental Health division at this time. For additional information on the OWTS application process and regulations, refer to the following

website: www.SepticSmart.org. If you have additional questions about OWTS, please do not hesitate to contact HealthOWS@bouldercounty.org

Cc: OWTS file, owner, Community Planning and Permitting



Parks & Open Space

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

ATTACHMENT B

O: Dana Yelton, Community Planning & Permitting Department
FROM: Ron West, Natural Resource Planner
DATE: January 10, 2025
SUBJECT: Docket SPR-24-0087, Barrows, 4359 55th Street

Staff has reviewed the submitted materials, and has no natural resource concerns with the proposal. Neither the nearby riparian/wetlands area nor the important agricultural lands should be significantly impacted. Standard revegetation should be required.



Community Planning & Permitting

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 Mailing Address: P.O. Box 471 • Boulder, Colorado 80306
 303-441-3930 • www.BoulderCounty.gov

MEMO TO: County Health and Parks Departments, FPD
FROM: Dana Yelton, Planner I
DATE: December 18, 2024
RE: Site Plan Review application SPR-24-0087

Docket SPR-24-0087: Barrows Trust Storage Barn

Request: Site Plan Review for the deconstruction of a 192-square-foot shed and the construction of a 2,100-square-foot detached residential storage barn on an approximately 1-acre parcel where there is 3,664 square feet of existing residential floor area in a defined neighborhood where the size presumed to be compatible is 4,691 square feet.

Location: 4359 N 55th Street, Section 16, Township 1N, Range 70W

Zoning: Rural Residential (RR) Zoning District

Owner/Applicant: Linda Barrows

Agent: Melanie Albert

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 720-564-2647 or email dyelton@bouldercounty.gov to request more information.

Please return responses by **January 6, 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 12/19/24

From: [Dean Rogers](#)
To: [Yelton, Dana](#)
Subject: [EXTERNAL] SPR-24-0087
Date: Friday, January 3, 2025 11:17:43 AM

Dana,

Boulder Rural has the following recommendations regarding SPR-24-0087, the Barrows trust storage barn at 4359 55st Street.

1. The proposed structure has no cooking, bathing or sleeping facilities, therefore sprinklers will not be needed.
2. The proposed barn needs to be at least 50 feet or more from the existing home, if it is closer than 50 feet, sprinklers may be required. No distances are noted in the project application.
3. A cistern will not be needed as a hydrant is adjacent to the driveway.

If I missed anything, or if there are any questions, please let me know.

Thank you,

Dean Rogers, Engineer

Boulder Rural Fire Rescue
6230 Lookout Road, Boulder, CO 80301
O 303-530-9575 | C 720-498-0019
drogers@brfr.org | www.brfr.org





Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303.571.3284
Donna.L.George@xcelenergy.com

December 30, 2024

Boulder County Community Planning and Permitting
PO Box 471
Boulder, CO 80306

Attn: Dana Yelton

Re: Barrows Trust Storage Barn, Case # SPR-24-0087

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the site plan for **Barrows Trust Storage Barn** and has **no apparent conflict** with the building addition to the subject property.

Please be aware PSCo owns and operates existing natural gas and electric service facilities within the subject property. As a safety precaution, PSCo would like to remind the developer to dial 811 for utility locates prior to construction.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via [xcelenergy.com/InstallAndConnect](https://www.xcelenergy.com/InstallAndConnect).

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com