



MEETING OF THE BOARD OF COUNTY COMMISSIONERS  
BOULDER COUNTY  
AGENDA

Tuesday, April 23, 2024, 9:30 a.m.

Third Floor Hearing Room

County Court House

1325 Pearl Street, Boulder

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

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

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

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

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Pages

1. Call to Order
2. 9:30 a.m. Business Meeting
  - [Virtual Attendee Link](#)
  - Call-in information: 1-833-568-8864, Webinar ID: 160 236 4123
  - Registration Required
  - [In-Person Comment Registration Link](#)
3. Housing Authority Discussion Items (Sitting as the Board of Boulder County Housing Authority Board of Directors)
  - 3.a [2024 Regional Affordable Homeownership and Rental Compliance Program IGA with City of Boulder \(\\$1,259,549\)](#)

IGA Establishing Regional Affordable Homeownership and Rental Compliance Program Services between BCHA and the City of Boulder.

- **Action Requested:** Decision
- **Presenter(s):** Bill Cole, Housing & Human Services (In Person)

4. **Commissioners' Consent Items**

- 4.a **Commissioners' Office - Approval of ARPA SLFRF Budget Reallocations (\$4,138,408.00)** 23  
American Rescue Plan Act State and Local Fiscal Recovery Budget Reallocations totaling \$4,138,408.
- **Staff Contact(s):** Leslie Irwin, Commissioners' Office
- 4.b **Community Services - Grant Application with Bureau of Justice Assistance for \$550,000** 26  
This proposal will request a total of \$550,000.00 and will be used to continue supporting efforts to divert people from the criminal justice system through the Boulder County Behavioral Health Assistance Program. The Behavioral Health Assistance Program program was established in 2020 and operates out of the Boulder County Jail. Behavioral Health Assistance Program works with a broad range of justice involved clients. In prior years the Behavioral Health Assistance Program program has been funded with grants provided by the U.S. Department of Justice Bureau of Justice Assistance however, those Bureau of Justice Assistance funds will be exhausted around August 30, 2024. This continued Bureau of Justice Assistance funding will allow the Behavioral Health Assistance Program program to continue to operate while Community Justice Services leadership seeks additional opportunities and pathways to sustain the program.
- 4.c **Community Services - Workforce Boulder County Wagner-Peyser Merit System Certification** 31  
The US Department of Labor and Employment requires the state of Colorado's workforce system (specific to Wagner-Peyser) to be in compliance with Federal laws, regulations, and standards as set and authorized by the Federal "Intergovernmental Personnel Act of 1970." Boulder County must certify to the Colorado Department of Labor and Employment that the merit system used in Boulder County in is compliance with Federal standards.
- 4.d **County Attorney's Office - Resolution 2024-034 (LU-23-0028: Boulder Country Club Use of Community Significance Designation)** 35  
Resolution 2024-034, conditionally approving Boulder County Community Planning & Permitting Docket LU-23-0028: Boulder Country Club Use of Community Significance Designation
- 4.e **County Attorney's Office - Resolution 2024-035 (LU-23-0024: Carpenter Vacation Rental)** 40  
Resolution 2024-035, denying Boulder County Community Planning &

	Permitting Docket LU-23-0024: Carpenter Vacation Rental	
4.f	<b><u>County Attorney's Office - Resolution 2024-036 (LU-24-0003/SPR-23-0091: Ashton-Eggleston Residence)</u></b> Resolution 2024-036, conditionally approving Boulder County Community Planning & Permitting Docket LU-24-0003/SPR-23-0091: Ashton-Eggleston Residence	43
4.g	<b><u>County Attorney's Office - Resolution 2024-037 (DC-24-0001: Text Amendments to the Land Use Code Related to Temporary Fireworks Sales)</u></b> Resolution 2024-037, approving Boulder County Community Planning & Permitting Docket DC-24-0001: Text Amendments to the Land Use Code Related to Temporary Fireworks Sales	50
4.h	<b><u>Housing &amp; Human Services - 2024 Boulder Shelter for the Homeless Contract Amendment (\$900,000)</u></b> Amendment to increase budget for Housing-Focused Shelter (HFS).	55
4.i	<b><u>Office of the County Administrator - 2024 Economic Vitality Partner Agreements (NTE\$180,000)</u></b> Staff is providing an update and seeking approval to enter into eleven one-time Economic Vitality partner grants in connection with Boulder County economic vitality efforts serving the interests of local businesses and workers. These contracts will be for one calendar year and represent 2024 described services compensated at the amounts listed.  <ul style="list-style-type: none"> <li>• <b>Staff Contact(s):</b> Yvette Bowden, Office of the County Administrator</li> </ul>	73
4.j	<b><u>Parks &amp; Open Space - 5-year Service Contract with Hollar Tree Co. LLC (NTE \$2,000,000.00)</u></b> Hollar Tree Co. LLC will provide tree pruning and trimming, tree felling and thinning, debris chipping, stump removal, stump grinding, herbicide spraying and tree health care for trees located on open space lands on a project-by-project bases. This contract is for a 5-year service contract which will end on 12/31/28. The annual not to exceed amount is \$400,000.00 bringing the total contract not to exceed amount of \$2,000,000.00. OFS 303418.  <b>Staff Contact(s):</b> Cathy Thiltgen, Parks & Open Space	75
4.k	<b><u>Sheriff's Office - 2024 City of Boulder Agreement Requesting Crew Boss and Work Crew</u></b> Boulder County Jail will supply the City of Boulder a Crew Boss and work crew to assist the City with Parks and Recreation projects from May 2024 through October 2024. This agreement is a revenue agreement in the amount of \$33,173.	90
4.l	<b><u>Sheriff's Office - Boulder County Hazard Mitigation Update Report 2023</u></b> Boulder County Office of Disaster Management is requesting adoption of the Boulder County Hazard Mitigation Update Report 2023 which allows credit under the Community Rating System. The Report discusses the goals and objectives identified by HMPC.	99
4.m	<b><u>Sheriff's Office - Colorado Dept of Human Services Jail Based Behavioral</u></b>	109

**Services Grant Agreement Amendment #4**

The State of Colorado Dept of Human Services has awarded the Boulder County Jail with grant funds in the amount of \$1,041,549 for Jail Based Behavioral Services. These funds are used to support substance abuse and mental health programs for the inmate population within the jail. (25 IBEH 188957)

**5. Commissioners' Discussion Items**

**5.a Community Planning & Permitting - Via Mobility Services Contract (\$4,607,599.12)** 112

Via Mobility Services contract to operate the Lyons Flyer and Ride Free Lafayette bus routes.

- **Action Requested:** Decision
- **Presenter(s):** Alexander Hyde-Wright, Community Planning & Permitting (In Person); Angel Bond, Community Planning & Permitting (In Person)

**5.b Office of Financial Management - 2024 Budget Amendment Request for Sheriff's Office Revenue-Backed Positions in SH11 appropriation GRN1 (\$403,588)** 135

The Sheriff's Office is requesting an on-going increase of \$403,588 for additional staff to support contracted policing of local municipalities and grant funded jail programming.

The Town of Nederland, Town of Lyons and the Town of Superiors have contracts with the Sheriff's office that will cover the following costs associated with new positions.

- Salary and benefits for 2.0 full time equivalent Deputy 1 positions (\$162,369).
- One new patrol vehicle (\$102,500).

The State of Colorado's Jail Based Behavioral Services Grant will cover the following costs associated with new positions:

- Program Specialist position (Pre-sentence Coordinator), (\$64,279).
- Corrections Program Coordinator position (Transitional Housing Coordinator), (\$74,439).

- **Action Requested:** Decision
- **Presenter(s):** Emily Beam, Office of Financial Management (In Person); Carey Weinheimer, Sheriff's Office (In Person); Ramona Farineau, Office of Financial Management (In Person / Backup)

**5.c Sheriff's Office - 2024 Off-Cycle Full Time Employees Request** 141

The Boulder County Sheriff's Office is submitting the following Off-Cycle FTE requests for approval by the Boulder County Board of Commissioners: Two (2) Deputy 1 positions for coverage in the Town of Nederland and the Town of Superior; one 100% grant funded Program Case Manager at the Jail; and the

creation of one, 100% grant funded, Corrections Program Coordinator-Programs Clinician at the Jail.

- **Action Requested:** Decision
- **Presenter(s):** BJ Lambden, Human Resources (Virtual), Carey Weinheimer, Sheriff's Office (In Person)

## 6. Scheduling & Communications

### 6.a 2024 National Volunteer Week Proclamation

144

During National Volunteer Week from April 21 to April 27, we take a moment to celebrate the invaluable contributions of volunteers within government and non-profit organizations, acknowledging their dedicated service. The Boulder County community, in particular, is recognized for its volunteers' significant investment of time, talent, and energy, which has been fundamental to the operation of diverse programs and initiatives, reinforcing our shared values of kindness, support, and sustainability. Consequently, the Board of County Commissioners officially designates the week of April 21 to April 27, 2024, as National Volunteer Week in Boulder County, a testament to the spirit of volunteerism that thrives within our community.

- **Presenter(s):** Alice Kim, Community Services (Virtual)

### 6.b [Tabled Indefinitely] Community Planning & Permitting Department Docket LU-23-0025/SPR-23-0094: Antley Earthwork and Accessory Structure

145

The Public Hearing for Docket LU-23-0025/SPR-23-0094: Antley Earthwork and Accessory Structure previously scheduled for Thursday, April 25, 2024 at 9 a.m. has been tabled indefinitely.

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

## 7. Authorization for Executive Session

Authorization for the Board of County Commissioners to go into Executive Session for Legal Advice at 11 a.m. on Wednesday, April 24th, 2024, with Ben Pearlman, County Attorney, pursuant to CRS 24-6-402(4)(b) Legal Advice regarding the following topic:  
1) Communication Workers of America Collective Bargaining Petition.

- **Action Requested:** Decision
- **Presenter(s):** Ben Pearlman, County Attorney's Office (In Person)

## 8. Confirmation of Executive Session Topics

Confirming Executive Session topics noticed at the April 16th, 2024, Regular Meeting were discussed as scheduled.

- **Presenter(s):** Ben Pearlman, County Attorney's Office (In Person)

## 9. Community Planning & Permitting Docket

### 9.a Public Hearing - Docket EP-23-0004: Roling Lot Division

146

Request to divide 88-acre parcel, Outlot A of the L'Heureux County Estates NUPUD, into a 20-acre parcel and a 68-acre parcel. The proposal is submitted by CEM and Associates LLC, c/o Tom Roling (applicant/owner) and is in the Agricultural (A) zoning district at 3199 Nelson Road, located at the northeast corner of the intersection of US-36 and Nelson Rd, in Section 07, Township 2N, Range 70W.

- **Action Requested:** Decision
- **Staff Contact:** Wesley Jefferies
- **Location:** Hybrid (Hearing Room and Zoom Webinar)

Opportunity for live virtual and in-person public comment will be available, and written comments can be emailed to [the planners' email](#). Information regarding how to participate will be available on [the docket webpage](#).

**Intergovernmental Agreement  
Establishing Regional Affordable Homeownership and  
Rental Compliance Program Services**

This Intergovernmental Agreement (“IGA”) establishing a regional affordable homeownership and rental compliance program is entered into by and among the Housing Authority of the County of Boulder, State of Colorado, a public body, corporate and politic (“Participating Jurisdiction”) the City of Boulder, a Colorado home rule city, (“City of Boulder”), (each a “Party” and together the “Parties”), effective as of \_\_\_\_\_ (the “Effective Date”).

**RECITALS**

- A. The Parties are authorized to enter into this IGA pursuant to C.R.S. § 29-1-203; and
- B. Boulder County and areas of Weld County are in a housing crisis resulting in home prices and rents that are unaffordable; and
- C. The housing crisis is, in part, a manifestation of racial inequity, following similar national trends on racial disparities for homeownership, rental opportunities, affordability, and adequate housing; and
- D. The affordable housing challenge is regional and is shared by each jurisdiction in Boulder County, and a few in Weld County; and
- E. Regional cooperation and action are needed to produce equitable solutions to the challenge to produce an adequate amount of affordable housing and distribute it across the area; and
- F. Boulder County communities and residents are committed to and have made strong investments in affordable housing; and
- G. In 2017, Boulder County communities agreed to a goal of ensuring a minimum of 12% of the housing inventory will be permanently affordable to low, moderate, and middle-income households by 2035; and
- H. Boulder County communities created the Boulder County Regional Housing Partnership (“BCRHP”) to address regional housing challenges and through the BCRHP agreed to establish a centralized compliance program for rental and homeownership services and dedicate the resources needed to address the housing needs of the community; and
- I. For over two decades, the City of Boulder has operated a Rental and Homeownership Program (“Rental Compliance Program”) that includes administrative and compliance processes. The Rental Compliance Program includes resources to market affordable homes and process applications, verify eligibility of applicants, and provide monitoring and record-keeping. The Rental Compliance Program focuses on training, technical assistance, monitoring, record keeping, and does not act as a property manager; and

J. Through this IGA, the Parties are making a clear commitment to racial equity as a central tenet in this collaborative regional work. Shared regional housing challenges are rooted in historical practices, processes, and policies that have systematically racialized space by limiting access for Black, Indigenous, and People of Color (collectively “BIPOC”) to safe, stable, and affordable housing in the communities in which they choose to live. Interrupting the history of racial segregation is an intended consequence of this collaborative regional work; and

K. While the Participating Jurisdiction is individually responsible for centering racial equity in its local affordable housing rental and homeownership programs, the Parties will strive to collectively achieve housing access for BIPOC communities, and foster support and accountability in this process. Collaborative activities may include collecting racialized housing data, leading community engagement activities, including those targeted and co-created with BIPOC communities, and ensuring elected officials, when making policy decisions, are aware of and considering racial equity impacts; and

The interests of the public are best served by the Parties entering into this IGA.

**NOW THEREFORE**, in consideration of the Recitals, terms, conditions, and covenants included in this IGA, the Parties agree as follows:

### **COVENANTS**

1. **Purpose.** The purpose of this IGA is to create the Regional Affordable Homeownership and Rental Compliance Program (the “Program”) and define the structure of the Program and govern the obligations of the Parties in connection with the Program.
2. **Term.** The term of this IGA shall commence as of the Effective Date. The IGA shall continue for a term of seven years unless a Party elects to terminate this IGA at the end of any calendar year, after giving 180 days’ written notice.
3. **Services Provided by the City of Boulder.**

The City of Boulder will provide the following administrative services (“Services”) while supporting Participating Jurisdiction independence and autonomy:

- a. **Homeownership Services.** The City of Boulder will provide administrative services to market homes and process applications, verify eligibility of applicants, prepare legal documents to add affordable restrictions to homes, and provide record-keeping;
- b. The City of Boulder will provide a main point of contact for the Services: a Regional Compliance Program Manager and a Regional Homeownership Program Manager; and
- c. Additional details of the Services provided are described in **Exhibit A**.

4. **Expectations to Receive Services Provided.**

a. The Participating Jurisdiction will abide by the current policies and procedures of the Program as established and amended by the City of Boulder, in cooperation with the Participating Jurisdiction, as described in **Exhibit A**.

b. The Participating Jurisdiction will use the current City of Boulder restricted covenant for homeownership as template language to ensure consistency of Program administration. The current covenant template is summarized in **Exhibit B** (Homeownership). Using a different covenant may be grounds to terminate the agreement by the City of Boulder. If amendment of the covenant template(s) is required to comply with the Participating Jurisdiction's local law, the Participating Jurisdiction and the City of Boulder agree to work in good faith to amend the template(s) for that Participating Jurisdiction. A Jurisdiction-specific template(s) shall be reviewed and approved by both the City of Boulder and that Participating Jurisdiction prior to implementation.

c. The Participating Jurisdiction agrees to abide by all applicable existing policies and procedures (as described in **Exhibit A**) related to Program compliance. Advising on future changes to policies and procedures will be the responsibility of the Policy Advisory Committee, as described in Section 4.d. below.

d. The Participating Jurisdiction will identify a point of contact to coordinate all activities related to the administration of the Program. In addition, the Participating Jurisdiction will appoint one member to provide an advisory role of Program activity in their community and along with members from other jurisdictions accepting similar services from the City of Boulder will be known as the Policy Advisory Committee. This Policy Advisory Committee will meet, at a minimum, twice annually to review data and recommend adjustments to the Program as needed.

5. **Funding.**

a. The Services are currently available at no charge to the Participating Jurisdiction. Boulder County American Rescue Plan Act (ARPA) funds of approximately \$1,259,549 will be utilized by the City of Boulder for years one and two of the Program to pay for staff, database modifications and licenses, and to create a revolving loan fund to be used for foreclosure prevention.

b. Starting in year three, or later if the ARPA funds are not fully expended, the City of Boulder expects it may require payment from the Participating Jurisdiction in order to continue providing the Services. At such time, the Parties will work in good faith to negotiate an Amendment to this IGA to incorporate an appropriate pricing mechanism (e.g., flat yearly fee, fee based on percentage of homes in the Program, or some combination of the two) to continue Program services. If the Parties cannot agree to a mutually-acceptable funding amount and mechanism, the City of Boulder may terminate this IGA without penalty.

c. The Parties understand and acknowledge that this IGA is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this IGA. It is understood and agreed that this IGA does not and will not create a multiple fiscal year direct or indirect debt or obligation within the meaning of TABOR and notwithstanding anything in this IGA to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Parties’ current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, ordinances and resolutions of the Parties and applicable law. Any failure of a Party to annually to appropriate adequate monies to finance the obligations under this IGA will terminate this IGA at such time as such then-existing appropriations are to be depleted. Notice will be given promptly to the other Party of any failure to appropriate such adequate monies.

6. **Liability.** Each Party agrees to be responsible for its own actions and omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, the Parties do not waive or intend to waive the limitations on liability which are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.
7. **Dispute Resolution.** In the event of any dispute or claim arising out of this IGA, the Parties will first attempt to resolve the matter informally through good faith negotiations.
8. **No Third-Party Beneficiaries.** The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement will be strictly reserved to the Parties, and nothing contained in this IGA 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 IGA that any person receiving services or benefits under this IGA will be deemed an incidental beneficiary only.
9. **Notices.** All notice provided under this IGA must be in writing and sent by First Class U.S. Mail, electronic mail, or hand-delivery to the addresses set forth below. For mailing, 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.

If to the City of Boulder:  
Kurt Firnhaber  
Director of Housing & Human Services  
City of Boulder  
P.O. Box 791  
Boulder, CO 80302  
[firnhaber@bouldercolorado.gov](mailto:firnhaber@bouldercolorado.gov)

If to the Participating Jurisdiction:  
Boulder County Housing Authority  
Executive Director  
P.O. Box 471  
Boulder CO 80306  
[slopez-baker@bouldercounty.gov](mailto:slopez-baker@bouldercounty.gov)

10. **Entire Agreement.** This IGA contains the entire agreement between the Parties regarding the creation and operation of a centralized homeownership and rental compliance program through the BCRHP. This IGA may be modified or extended only by written agreement signed by the Parties. If any provision of this IGA is deemed to be illegal, invalid, or otherwise unenforceable, such provision will be severed, and the balance of the IGA will continue in full force and effect.
11. **Governmental Immunity.** The Parties do not waive or intend to waive, the limitations on liability which are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.* (“CGIA”). The provisions of C.R.S. § 29-5-108 will not apply to activities conducted pursuant to this IGA.
12. **Independent Contractors.** The relationship between the Parties is one of independent contractors. Neither Party nor any agent or employee of such Party shall be deemed to be an agent or employee of the other Party. Neither Party or its employees and agents are entitled to unemployment insurance or workers compensation benefits through the other Party.
13. **Choice of Law; Venue.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this IGA. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this IGA, to the extent capable of execution. Venue for any legal action arising out of this IGA shall be in Boulder County, Colorado.
14. **Authority.** Each of the individuals whose signature appears below represents and warrants that he or she has full authority to execute this IGA on behalf of the Party on whose behalf he or she has affixed his or her signature to this IGA.

**[SIGNATURES TO FOLLOW]**

**WHEREFORE**, the Parties have entered to this IGA as of the Effective Date.

**City of Boulder,  
a Colorado home rule city**

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Nuria Rivera-Vandermyde,  
City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney's Office

**Participating Jurisdiction,**

**BOULDER COUNTY HOUSING AUTHORITY**

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Chair

**APPROVED**

*By Boulder County Attorney (apg) AS TO FORM at 2:16 pm, Apr 05, 2024*

## Exhibit A – Scope of Services

### Purpose

The purpose of the Program is to centralize homeownership and rental compliance program services through the Boulder County Regional Housing Partnership (BCRHP). The Program will achieve several goals:

- Create policy alignment
- Use resources efficiently
- Encourage regional collaboration
- Apply consistent best practices and processes
- Support newly adopted affordable housing programs
- Provide streamlined access to multiple programs for residents
- Ensure racial equity is centered as a primary objective of the collaborative work through encouraging prioritization of first meeting the affordable housing needs of the most underserved in our community.

The Program is a transformational idea in that it has been a longstanding goal of the BCRHP to create regional services in alignment with the [2017 Regional Housing Strategy](#) and can support the program infrastructure needed for more municipalities within the BCRHP to implement affordable housing programs.

Throughout the Program, equity and accessibility will be addressed through the adopted policies and procedures that dictate the practices. Current local affordable housing programs have shown to dramatically increase access to housing to households with racial diversity.

Regardless of any terms to the contrary elsewhere in the IGA, this Scope of Services applies to the Participating Jurisdiction only with respect to the homeownership compliance portion of the Program. The Participating Jurisdiction will receive no services for, or have any obligations in connection with, the rental compliance portion of the Program.

### The Need & Lead Roles

Currently, there are several municipalities within the BCRHP that do not have dedicated resources or program infrastructure for homeownership and/or rental compliance programs. Boulder County Housing Authority (BCHA), the City of Longmont, and the City of Boulder manage most of the compliance for homes which they have developed or funded. However, as other municipalities continue to grow their affordable housing programs, there will be a growing need to maintain high-quality, specialized expertise in compliance. The BCRHP believes that is possible with a regionalized approach, administered by City of Boulder staff.

Similarly for homeownership programs, some municipalities in the BCRHP manage for-sale units on a case-by-case basis without a formalized team, which has been appropriate in the past given the small number of affordable for-sale units in the region. As the BCRHP continues to grow for-sale housing stock, there will be a similar need to administer a homeownership program at the regional level to create efficiencies in marketing units, qualifying buyers, facilitating sales / re-sales, preventing foreclosure, and implement industry best practices. The City of Longmont and City of Boulder manage their own homeownership programs.

Under the BCRHP, the City of Boulder Department of Housing and Human Services will take responsibility for Program administration. For the homeownership and rental program this responsibility will commence when an affordable home is brought into the program or when the program designated covenant is attached to an existing home. Specifically, the regional homeownership program will not participate in the management or sale of homes with covenants different from the regional homeownership covenant (i.e., existing affordable homeownership units).

**Resources & Funding**

The Program presents a two-year funding proposal to startup the program and establish a one-time revolving fund for region-wide foreclosure prevention:

	Budget
Rental & ownership compliance, implementation, administration and strategic leadership staff	\$584,243
Database licenses & support	\$13,098
Foreclosure prevention (revolving fund)	\$662,000
<b>Total 2-Year Budget</b>	<b>\$1,259,341</b>

This funding will address all resources needed to implement the Program for two years. Thereafter, a permanent funding source from each of the municipalities or County will create a sustainable approach for the Services. Similar programs today work regionally and are paid for between jurisdictions. These programs include: the County’s Housing Help Line, Longmont’s housing rehab program, and Boulder’s Mediation and Resolution Program. Participating jurisdictions contribute a share of the costs to the administering jurisdiction.

**Program Policy Setting**

The Program will incorporate a committee structure to advise on policy setting for the Program:

	Policy Setting Committee	Policy <u>Exceptions</u> Committee (homeownership)
<b>Committee Participation</b> (5-year term)	<ul style="list-style-type: none"> <li>➤ One member from each participating jurisdiction</li> <li>➤ Regional Homeownership Program Manager</li> <li>➤ Regional Compliance Program Manager</li> </ul>	<ul style="list-style-type: none"> <li>➤ External volunteer participation</li> <li>➤ Regional Homeownership Program Manager</li> </ul>
<b>Committee Structure</b>	<ul style="list-style-type: none"> <li>➤ Purpose is to provide jurisdiction’s with an advisory role of program activity in their community.</li> <li>➤ Twice annual meeting to review data; recommend adjustments to program as needed</li> </ul>	<ul style="list-style-type: none"> <li>➤ Considers unique and individual (case-by-case) circumstances that don’t meet current procedures</li> <li>➤ Makes a recommendation to the jurisdiction’s liaison, who makes final decision</li> </ul>

**Example:** The program mortgage policy needs to be updated to reflect the changing lending environment.

**Example:** A new home-buyer would like to make an investment 1-year ahead of the policy allowance, due to their personal and unique circumstance of moving into their new home.

The Policy Setting Committee will be responsible for guiding the program alongside the BCRHP and the City of Boulder as the administrative jurisdiction. Success will be measured by how closely the established goals are met.

The Homeownership Policy Exceptions Committee will be administered by the Program and each participating jurisdiction will be collectively responsible for recruiting members to ensure broad representation.

### **Policies and Procedures (Homeownership Program)**

Affordable homes in the programs will be marketed and sold to qualified buyers according to the existing policies and procedures developed by the City of Boulder and the Participating Jurisdiction. These policies and procedures are living documents that will evolve to meet the needs of the Homeownership Program and will continue to evolve with the involvement of the participating jurisdictions through the Policy Committee.

One of the first tasks to launch the Program will be to modify current written materials (e.g., policies, procedures, marketing, website, etc.) from a City of Boulder focus to a regional approach to administration. Homes entering the Program from other jurisdictions will be administered to the benefit of that jurisdiction's work force per the current Program policies and procedures.

#### *Policies*

The following list of existing **policies** will be used as a basis to administer the Program specific to homeownership:

1. Eligibility Requirements
  - a. Eligibility Requirements for Program Certification
  - b. Applications Missing Documents – Applies to New Applications and Recertifications
  - c. Income Limit Interpretation
  - d. Income Change Policy
  - e. Commission Based Income Policy
  - f. Asset Limits
  - g. Asset Decrease Policy
  - h. Trusts
  - i. Third Party Employment Verification
  - j. Multiple Benefit
  - k. Minimum and Maximum Number of Bedrooms
  - l. Waiving Household Number + 1 Bedroom
  - m. Homebuyer Education Class
  - n. Gift Limitations
  - o. Buyer's \$2,000 Minimum Cash Contribution
  - p. Ineligibility Policy
2. Selection Process Policies
  - a. Work and One-Year Certification Preferences
  - b. Preferences for 3 or More Bedroom Units
  - c. Occupancy Preferences
  - d. Accessible Unit/Special Feature Unit Housing Policy

- e. Displaced Renters and Homebuyer Preferences
  - f. Selection Entry Requirements
  - g. Applicant under contract may not enter fair selection process
  - h. 24 Hours to Make an Offer After the Fair Selection
3. Homeowner Policies
    - a. Capital Improvement/Capital Update Credit and Maintenance Policy
    - b. Pre-purchase Upgrades
    - c. Insurance Requirements for Town homes
    - d. Homeownership Rental Policy
    - e. Homeownership Rental Policy Regarding Resales
    - f. Homeownership Rental Exception Policy
  4. Resale & Developers
    - a. AMI % Change for Resale Formula
    - b. Home Income Limit Change
    - c. Homeowner Resale Calculation Policy
    - d. Resale Options Policy
    - e. Sales Commissions
    - f. Excessive Damage Assessment/Inspection Standard
    - g. Subsidizing Resale Units
    - h. Seller Concessions
    - i. Developer Contracts
  5. Mortgage Policy
  6. Miscellaneous Policies
    - a. Exception Requests
    - b. Not Allowing Permanently Affordable Homes to go to Foreclosure
    - c. Working with Developmentally-Challenged Applicants

*Procedures*

The following is a list of existing **procedures** that will form the basis to administer the Program specific to homeownership:

1. Applications
  - a. Application Processing
  - b. Application Check Processing/Deposits
  - c. Application Waitlist Management
  - d. Applicant Personally Identifiable Information
2. Sales
  - a. Marketing A Home
  - b. Holding a Fair Selection Process
  - c. Sales - Post Selection Process to Closing
  - d. Pre-Purchase Upgrades – New Construction
3. Post Purchase
  - a. Capital Improvements
  - b. Refinance
4. Other
  - a. Exception Request

- b. Annual Income Number Update
- c. Loan Repayment
- d. Foreclosure and Purchase
- e. Personally Identifiable Information (PII)

### *Foreclosure Prevention*

A foreclosure prevention fund for the Program is an important tool to ensure homes remain affordable in perpetuity. The Program records a \$10 Deed of Trust on all affordable homes. This ensures that the Homeownership Program Manager is notified in the event of foreclosure proceedings or an attempted sale outside of the Program. The Homeownership Program Manager will contact the owner to facilitate the sale of the home to an eligible buyer or in rare circumstances the Program will purchase the home prior to or after foreclosure. If the Program purchases a home, it will make all the necessary repairs and sell the home to an eligible buyer and the proceeds are returned to the fund. The \$1.2M revolving fund ensures that sufficient resources are available in the event that 3-4 homes are required to be purchased at the same time to ensure the integrity of the Program. This is a revolving fund, so funds used to purchase an affordable home are returned at the time of sale. This revolving loan fund will also be used to cover any costs associated with the purchase (holding, repair, fees, etc.) in lieu of raising the price of the home to ensure deeper and longer affordability. However, in the majority of cases the Program will be able to work with the troubled homeowner to facilitate a sale to another eligible buyer and avoid the expense of foreclosure and the subsequent impact on the homeowner's credit score. The foreclosure prevention fund is only available for homes in Boulder County due restrictions in funding (i.e., ARPA).

### *Covenant Enforcement*

Post-purchase, the Program continues to monitor to confirm owners comply with the agreements contained in the covenant. Renting an ownership unit outside of the parameters in the covenant is the primary violation. As a result, occupancy compliance work involves investigating potential rental violations, working with owners to get them back into compliance and, in some cases, commencing legal action. Program staff will work to regularly educate owners about occupancy requirements to prevent violations. Unfortunately, there are still issues and the Program is diligent about investigating issues. There will be instances where Program staff will need to partner with the local jurisdictions' staff and their legal counsel in the pursuit of resolution (e.g., confirm violation of owner occupancy through a home visit, preparing an existing document related to a purchase or foreclosure redemption, levy fines, etc.).

### **Policies and Procedures (Rental Program)**

Affordable rentals in the Program will be marketed and available to eligible renters according to policies and procedures developed by the City of Boulder. The City of Boulder's Rental Compliance Program has been developed to not only ensure long-term compliance and preserve permanent affordability, but to also ensure that all publicly supported rental housing properties serve the most vulnerable residents. These policies and procedures are living documents that evolve to meet the needs of the Program and will continue to evolve with the involvement of the participating jurisdictions through the Policy Committee.

Like the Homeownership Policies and Procedures (described above), one of the first tasks to launch the rental Program will be to modify current written materials (e.g., policies, procedures, marketing, website, etc.) from a City of Boulder focus to a regional approach. Rental units entering the Program from other jurisdictions will be administered to the benefit of that jurisdiction's workforce and residents per the modified Program policies and procedures.

The following list of **policies and procedures** will be used as a basis to administer the Program specific to rentals:

1. Roles and Responsibilities
  - a. Rental Compliance Program
  - b. Housing Sr Compliance Manager
  - c. Housing Sr Program Manager
  - d. Housing Project Manager
  - e. Compliance and Monitoring Administrator
  - f. Owner
  - g. Property Manager/Property Management Company
  - h. Changes in Ownership or Management of Property
2. Regulatory Requirements
  - a. Rental Housing Licensing (*City of Boulder specific program*)
  - b. Period of Affordability
  - c. Unit Mix
  - d. Fair Housing and Equal Opportunity
  - e. Nondiscrimination in Housing (*City of Boulder specific program*)
  - f. City of Boulder Human Rights Ordinance (*City of Boulder specific program*)
  - g. ADA, Section 504 & Fair Housing Accessibility
  - h. Section 504 & Disabilities Act (ADA)
  - i. Section 405 & Disability Rights in Housing
  - j. Housing for Older Persons
  - k. Affirmative Marketing
  - l. Limited English Proficiency
  - m. Language Access Plan
  - n. Marketing Requirements
  - o. Screening & Selection Applicants
  - p. Tenant Selection Plan
  - q. Preferences for Tenants with Special Needs
  - r. Notice to Applicants
  - s. Waiting Lists Requirements
  - t. Interest List
  - u. Declaration of Citizenship
  - v. Race & Ethnicity
3. Eligibility Requirements
  - a. Occupancy Limits
  - b. Authorized Guests & Visitors
  - c. Restriction on Short-Term Rental & Subletting
  - d. Electronic Signatures & Document Transmission
  - e. Student Policy

- f. Definition of Income
- g. Determining Income Eligibility
- h. Income Calculation
- i. Method of Income & Asset Verification
- j. Acceptable Forms of Income Verification
- k. Annual Recertification
- l. Excluded Sources of Income
- m. Effective Terms of Certification
- n. Assets Limits
- o. Increase in Housing Income
- p. Changes in Household Composition
- q. Unit Transfer
- r. Unit Transfer with Change in Household Composition
- s. Determining Rents
- t. City Approval of Rent Adjustments
- u. Utility Allowance
- 4. Tenant Rights & Protections
  - a. No Eviction without Representation
  - b. Minimum Lease Requirements
  - c. Prohibited Lease Terms
  - d. Required Lease Addendums
  - e. Violence Against Women Act
  - f. Termination of Tenancy
  - g. Non-Renewal of Lease
  - h. Charges & Fees
  - i. Option Fees
  - j. Non-Optional/Mandatory Fees
  - k. Guidelines for Allowable Charges & Fees
  - l. Prohibited Fees
  - m. Conflict of Interest
  - n. Dispute Resolution
  - o. Mediation Services
- 5. Property Standards
  - a. Minimum Property Standards
  - b. Lead Based Paint Requirements
  - c. Annual Inspections
- 6. Records and Reporting Requirements
  - a. Maintaining Tenant Records
  - b. Sample Tenant File Forms
  - c. Record Retention
  - d. Access to Records
  - e. Reporting Requirements
- 7. Compliance Monitoring
  - a. Monitoring Overview
  - b. Monitoring Plan
  - c. Types of Monitoring

- d. Site Review & Remote Monitoring Process
- e. Technical Assistance
- f. Monitoring Long-Term Viability
- g. Non-Compliance
- h. Term of Enforcement

#### *Covenant Enforcement*

Within 12 months of lease-up, the Program will monitor affordable rental properties to confirm owners/managers comply with the agreements contained in the covenant and Rental Compliance Manual. After initial lease-up, each property will be monitored every three years. Program staff will work to regularly educate owners/managers about rental compliance requirements to prevent issues of non-compliance. When issues of non-compliance arise, Program staff will need to partner with the local jurisdictions' staff and their legal counsel in the pursuit of resolution.

#### **Data Requirements**

A regional approach to affordable housing requires a regional database to facilitate application processing, facilitate transactions, track the inventory, monitor programs, and evaluate progress over time. The database is also integral to providing good client services to program participants and ensure ongoing compliance with local and federal rules associated with affordable housing funds. The City of Boulder recently converted an old Access database (HAL) to Salesforce (Housing Dataverse) with greater capabilities. The budget of \$13,098 estimates the time required to hire a consultant to modify Salesforce to include the capabilities of keeping track of affordable housing units outside of the City of Boulder. It also includes the cost of licenses for the staff required to administer the Program for participating jurisdictions.

The City of Boulder's Affordable Housing Program has a history of better serving Black, Indigenous, and People of Color (BIPOC) than the broader housing market. Where possible, the work performed under this IGA should be informed through the use of racialized data and metrics in order to help ensure the outcomes of the programs and supports provided across the region are centered in racial equity.

## **Exhibit B – Homeownership Affordable Covenant Summary**

All Permanently Affordable ownership homes are sold subject to a covenant that ensure the home remains perpetually affordable into the future. The buyer must accept all terms of the covenant to be eligible to purchase the home.

### **Covenant Key Points**

- The maximum income and assets of a new buyer will be established in advance of sale or resale, and the home may not be sold to a buyer that exceeds the maximum income and asset limit.
- The home has a Maximum Resale Price Limit that includes limited appreciation and allows for specific capital improvements.
- Buyers are required to maintain their affordable home in a manner that protects the health, safety, and livability for future homeowners.
- Eligible capital improvements for which a homeowner can receive credit are limited in amount and type and must be pre-approved by the program to receive credit.
- The ability to refinance is limited to 90-93% of the Maximum Resale Price Limit. The program must be contacted prior to arranging refinancing with a lender to ensure this limit is not exceeded.
- The home must be occupied by the owner as the owner's principal place of residence unless the program has approved a rental arrangement.
- The home cannot be rented in its entirety during the first five years of ownership.
- After five years of ownership, the home may be rented for one year out of every seven. The program needs to be contacted prior to renting for approval.
- A long-term rental of only one room in the home may be permitted after the first year of ownership. Licensing regulations for each jurisdiction must be followed.

There are instances where the Program will require an Interim Covenant in exchange for funding or to meet a regulatory requirement. Interim covenants ensure affordability through a project design and development phase when the exact details of the project are unknown. Once a certificate of occupancy is issued for a home by a local jurisdiction, the interim covenant is replaced with a permanent covenant specific to that home.



# ARPA SLFRF Funding Phase 2 Additional Projects

To: Boulder County Board of County Commissioners (BOCC)

From: Leslie Irwin, Commissioners' Office, ARPA Administrator

Date: April 16, 2024

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

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

Of the \$63,359,749 total ARPA funding, the BOCC approved<sup>1</sup>:

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

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

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

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

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

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

### **Eviction Representation - \$104,325.00**

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

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

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

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

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

Action Requested:

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

**All Phase 2 Projects**

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

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## ROUTING COVER SHEET

<b>Document Details</b>	
<b>Document Type</b>	Grant Application
<b>Parties</b>	
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Community Services Department
Division/Program	Community Justice Services
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact – <i>Name, email</i>	Michele Hudson, <a href="mailto:mhudson@bouldercounty.gov">mhudson@bouldercounty.gov</a>
Invoice Contact – <i>Name, email</i>	Michele Hudson, <a href="mailto:mhudson@bouldercounty.gov">mhudson@bouldercounty.gov</a>
<b>Other Party Contact Information</b>	
Name	Office of Justice Programs
Mailing Address	810 7 <sup>th</sup> St NW, Washington, DC 20531
Contact 1 – <i>Name, title, email</i>	
Contact 2 – <i>Name, title, email</i>	
<b>Term</b>	
Start Date	10/1/2024
Expiration Date	9/30/2027
<b>Brief Description of Work/Services Provided</b>	
<p>This proposal will request a total of \$550,000.00 and will be used to continue supporting efforts to divert people from the criminal justice system through the Boulder County Behavioral Health Assistance Program (BHAP). The BHAP program was established in 2020 and operates out of the Boulder County Jail. BHAP works with a broad range of justice involved clients. In prior years the BHAP program has been funded with grants provided by the U.S. Department of Justice Bureau of Justice Assistance however, those BJA funds will be exhausted around August 30, 2024. This continued BJA funding will allow the BHAP program to continue to operate while CJS leadership seeks additional opportunities and pathways to sustain the program.</p>	
<b>Revenue Contract/Lease Details</b>	
Amount	\$550,000
Fixed Price or Not-to-Exceed?	Not-to-Exceed
<b>Grant Details</b>	
Award # (if any)	
Signature Deadline	May 7, 2024
Project/Program Name	Behavioral Health Assistance Program (BHAP)
Project/Program Start Date	10/1/2024
Project/Program End Date	9/30/2027
Capital or Operating?	Operating
<b>Grant Funding</b>	
Amount: Federal Funds	\$550,000
Amount: State Funds	
Amount: Other (specify)	
Amount: Match (dollars)	20% in year 1 and 2, 40% in year 3
Amount: Match (in-kind)	Year 3 can be in kind so we plan on donating management staff

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<b>Total Project Budget</b>	\$
Account String	
<b>Federally Funded Grants</b>	
Federal Program Name	Edward Byrne Memorial Justice Assistance Grant Program
CFDA #	
<b>Subrecipients</b>	
Name(s)	Mental Health Partners
Services to be Provided	Mental Health services to the justice involved population
Subaward Amount	\$220,000
<b>Subcontractors</b>	
Name(s)	
Services to be Provided	
Subcontract Amount	
<b>File Net Contract Details - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)</b>	
Other Party Name	
Start Date	
End Date	
Amount	
<b>Notes</b> Additional information not included above	

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

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

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

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

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

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

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

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

*RB* Use email: [jcfischer@bouldercounty.gov](mailto:jcfischer@bouldercounty.gov)

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



# Community Justice Services

A Division of the Community Services Department  
Justice Center: 1777 6th Street • P.O. Box 471 • Boulder, Colorado 80306 • 303-441-3690  
Boulder County Courts: 1035 Kimbark Street, 2nd Floor • Longmont, Colorado 80501-3823 • 303-682-6854



## MEMO

TO: Boulder County Board of County Commissioners  
FROM: Robin Bohannon, Community Services Director  
Monica Alix Rotner, Manager of Community Justice Services  
RE: Submissions to the Edward Byrne Memorial Justice Assistance Grant Program  
DATE: April 3, 2024

The Community Services Department is requesting approval to submit a grant proposal to the Bureau of Justice Assistance (BJA) for funding provided by the 2024 Justice and Mental Health Collaboration Program (JMHC). This grant is managed on the Just Grants platform and does require agreements to be executed electronically.

The JMHC grant has a total of \$13,750,000 to distribute among 25 recipients. The period of performance is October 1, 2024 to September 30, 2027 and does require a partnership between the awardee and a local mental health agency. Additionally, the mental health agency must receive a minimum of 40% of the total award amount. In the past JMHC grant project this partner has been Mental Health Partners and is the proposed partner for this application as well. This grant **does** require matching funds in each year with a requirement of 20% match in years 1 and 2 and 40% in year 3. However, that match can be comprised of staff contributions to the project. CJS intends to apply for funds under Category 2; jails, prison, probation, parole and behavioral health.

This proposal will request a total of \$550,000.00 and will be used to continue supporting efforts to divert people from the criminal justice system through the Boulder County Behavioral Health Assistance Program (BHAP). The BHAP program was established in 2020 and operates out of the Boulder County Jail. BHAP works with a broad range of justice involved clients. In prior years the BHAP program has been funded with grants provided by the U.S. Department of Justice Bureau of Justice Assistance however, those BJA funds will be exhausted around August 30, 2024. This continued BJA funding will allow the BHAP program to continue to operate while CJS leadership seeks additional opportunities and pathways to sustain the program.

\_\_\_\_\_  
Ashley Stoltzmann, Boulder County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Matthew Ramos, Clerk to the Board

\_\_\_\_\_  
Date

**Certificate Of Completion**

Envelope Id: E7DD0366516D424F9C85329A0272E57F	Status: Sent
Subject: Grant Application with Bureau of Justice Assistance for CJS \$550,000	
Type of Document: Grant Application	
Department/Office: Community Services	
Source Envelope:	
Document Pages: 3	Signatures: 0
Certificate Pages: 2	Initials: 3
AutoNav: Enabled	Envelope Originator: Jordan Buggert 2025 14th St Boulder, CO 80302 37988@bouldercounty.org IP Address: 24.128.102.178
Enveloped Stamping: Enabled	
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	

**Record Tracking**

Status: Original 4/16/2024 4:11:17 PM	Holder: Jordan Buggert 37988@bouldercounty.org	Location: DocuSign
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**Signer Events**

Signature	Timestamp
Julie Fischer jcfischer@bouldercounty.org Public Works Accountant III - Financial Systems Comptroller Security Level: Email, Account Authentication (None)	 Sent: 4/16/2024 4:31:24 PM Viewed: 4/17/2024 7:46:15 AM Signed: 4/17/2024 7:46:37 AM
Signature Adoption: Pre-selected Style Using IP Address: 216.147.121.187	

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Robin Bohannon rbohannon@bouldercounty.org Director of Community Services Boulder County Security Level: Email, Account Authentication (None)	 Sent: 4/16/2024 4:31:25 PM Viewed: 4/16/2024 4:46:12 PM Signed: 4/16/2024 4:46:22 PM
Signature Adoption: Pre-selected Style Using IP Address: 73.78.48.204 Signed using mobile	

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Vladimir Ryazanov cacontracts@bouldercounty.gov Security Level: Email, Account Authentication (None)	 Sent: 4/16/2024 4:31:24 PM Viewed: 4/17/2024 2:46:35 PM Signed: 4/17/2024 2:48:48 PM
Signature Adoption: Pre-selected Style Using IP Address: 72.42.81.86	

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Matthew Ramos 38095@bouldercounty.org Clerk to the Board Boulder County Security Level: Email, Account Authentication (None)	Sent: 4/18/2024 7:59:05 AM
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**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Ashley Stolzmann  
 37477@bouldercounty.org  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Matthew Ramos  
 38095@bouldercounty.org  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Jordan Buggert  
 37988@bouldercounty.org  
 Security Level: Email, Account Authentication (None)

**VIEWED**

Sent: 4/17/2024 2:48:49 PM  
 Viewed: 4/18/2024 7:59:05 AM

Using IP Address: 168.151.126.191

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/16/2024 4:31:25 PM
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Payment Events	Status	Timestamps
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## ROUTING COVER SHEET

<b>Document Details</b>	
<b>Document Type</b>	Other
<b>Parties</b>	
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Community Services
Division/Program	Workforce Boulder County
Mailing Address	<b>PO Box 471 Boulder CO 80306</b>
Contract Contact – <i>Name, email</i>	Sara Miller <a href="mailto:smiller@bouldercounty.gov">smiller@bouldercounty.gov</a>
Invoice Contact – <i>Name, email</i>	Erin Jones, <a href="mailto:epjones@bouldercounty.gov">epjones@bouldercounty.gov</a>
<b>Other Party Contact Information</b>	
Name	Workforce Development Programs
Mailing Address	633 17 <sup>th</sup> Street, Suite 700, Denver CO 80202-3660
Contact 1 – <i>Name, title, email</i>	
Contact 2 – <i>Name, title, email</i>	
<b>Term</b>	
Start Date	
Expiration Date	
<b>Brief Description of Work/Services Provided</b>	
Workforce Boulder County Wagner-Peyser Merit System Certification	
<b>Revenue Contract/Lease Details</b>	
Amount	
Fixed Price or Not-to-Exceed?	Choose an item.
<b>Grant Details</b>	
Award # (if any)	
Signature Deadline	
Project/Program Name	
Project/Program Start Date	
Project/Program End Date	
Capital or Operating?	
<b>Grant Funding</b>	
Amount: Federal Funds	
Amount: State Funds	
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
<b>Total Project Budget</b>	
Account String	
<b>Federally Funded Grants</b>	
Federal Program Name	
CFDA #	
<b>Subrecipients</b>	
Name(s)	
Services to be Provided	
Subaward Amount	

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

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

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

*Use email: CAParalegalsDTC@bouldercounty.org*

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

*Use email: ca@bouldercounty.org*

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

*Use email: mtusinski@bouldercounty.org*

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

*Use email: bmccarthy@bouldercounty.org*

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



## Two-Year County Personnel and Merit System Certification

Each county merit system shall function under the following principles and requirements in order to be in compliance with CRS § 8-83-205(8)(a) and (b) - Workforce development program - creation - administration - merit system - Wagner-Peyser funded employment services (8) (a) and (b), as well as

- [Intergovernmental Personnel Act of 1970, 42 U.S.C. SEC. 4701 ET SEQ.](#)
- [5 CFR part 900, subpart F—Standards for a Merit System of Personnel Administration](#)
- [Wagner-Peyser Staffing Final Rule - Federal Register: 11-24-2023](#)

Workforce Boulder County certifies that it has a merit system of personnel administration for its employees who deliver Wagner-Peyser Act-funded Employment Services. The County further certifies that its Personnel and Merit System is in compliance with federal standards and that its employees paid by Wagner-Peyser funds act as an extension of the state in delivering Employment Services. The County further certifies that its Personnel and Merit System requires the County to do the following:

- I. Recruit, select, and advance employees on the basis of the applicant's or employee's relative abilities, knowledge, and skills, including during the recruitment and selection of qualified applicants for initial appointments to positions with the county;
- II. Compensate each employee equitably and adequately;
- III. Train employees as needed to assure high quality performance;
- IV. Retain an employee on the basis of the adequacy of the employee's performance;
- V. Correct an employee's inadequate performance;
- VI. Separate an employee from employment when an employee's inadequate performance cannot be corrected;
- VII. Treat applicants and employees fairly, including compliance with all Federal and state equal opportunity and non-discrimination laws, in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability, with proper regard for the privacy and constitutional rights of the applicants and employees as citizens;
- VIII. Protect each employee against coercion for partisan political purposes; and

IX. Prohibit each employee from using the employee’s official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

The County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for program year 2024 and has a personnel system in place for the next program year to assure continuing compliance. The persons signing below are authorized to undertake this certification.

By:

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_

\_\_\_\_\_  
Date  
  
Chair, Local Workforce Development Board

Attest:

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_

\_\_\_\_\_  
Date  
  
Local Area Workforce Director

## RESOLUTION 2024-034

### **A resolution conditionally approving Boulder County Community Planning & Permitting Docket LU-23-0028: Boulder Country Club Use of Community Significance Designation**

#### Recitals

A. Boulder Municipal Sports Center d/b/a Boulder County Club (the “Applicant”), applied to Boulder County for Limited Impact Special Use Review under Article 4-600 of the Boulder County Land Use Code (the “Code”) to recognize an existing nonconforming membership club as a Use of Community Significance on an approximately 190-acre parcel known as the Boulder Country Club.

B. The subject property is located at 7350 Clubhouse Road, approximately 1.4 miles north of the intersection of Jay Road and N. 75th Street, in Sections 11-14, Township 1 North, Range 70 W, in a Rural Residential zoning district in unincorporated Boulder County (the “Property”).

C. The Property is generally located southeast of Gunbarrel and east of Diagonal Highway and is surrounded by several subdivisions within the unincorporated County. The Property is a legal building lot because it exceeds the 35-acre threshold required for permit eligibility. Currently, the vast majority of the Property is taken up with the existing golf course that was originally constructed in 1964 and has remained largely unchanged since that time. The Assessor’s record also includes several structures totaling 91,651 square feet of floor area.

D. There are several access points to the Property where the subdivision roads around it intersect with the golf course, but the primary access is at 7350 Clubhouse Road, where most of the physical structures for the country club are located. This primary access is located approximately 0.3 miles west of the intersection of Clubhouse Road and N. 75th Street.

E. The Applicant requested that the existing country club, which is classified as a Membership Club under the Code, be recognized as a Use of Community Significance. Under the Code, a Membership Club is not an allowed use in the Rural Residential zoning district. As such, the existing Membership Club is a nonconforming use, which limits the type and scope of any modifications or alterations that the Applicant may wish to undertake. To facilitate current and future plans for the country club, the Applicant requested that it be recognized as a Use of Community Significance, which is defined as “an existing nonconforming use that the Board of County Commissioners determines to have at least two of the following characteristics: historic, cultural, economic, social, or environmental value” (Article 4-504.H.1). Designation as a Use of Community Significance would make the country club a conforming use, potentially allowing for current and future modifications and alterations to the country club, including new structures.

F. The application as originally submitted included a request to allow for the construction of a seasonal structure over the existing tennis/pickleball courts south of the athletic club building and a request to approve a conceptual master plan for the country club. However, based on conversations with staff and referral agencies, the Applicant withdrew that request on December 19, 2023. Therefore, neither the seasonal structure nor the master plan requests are included in staff's review and analysis, and staff's analysis is limited to the request to recognize the country club as a Use of Community Significance.

G. The Boulder County Comprehensive Plan does not identify any relevant resources of note on the Property. However, there are some identified Riparian areas and there are view protection scores associated with several nearby roadways.

H. There are a few parcels identified as public lands near the Property. There are a number of parcels identified as Boulder County open space to the southeast, some County-held conservation easements to the northeast, and multiple City of Boulder Open Space and Mountain Park properties to the east of the Property. However, there are no conservation easements on the Property.

I. The above-described request was processed and reviewed as Boulder County Community Planning & Permitting Docket LU-23-0028 (the "Docket"), as further described in the memorandum and written recommendation to the Board of County Commissioners (the "Board") by Boulder County Community Planning & Permitting Department planning staff dated April 2, 2024, together with its attachments (the "Staff Recommendation"). The Staff Recommendation found that the Docket could meet the criteria for approval with recommended conditions, and therefore, recommended that the Board conditionally approve the Docket.

J. At a public hearing on the Docket held on April 2, 2024 (the "Public Hearing"), as further reflected on the official record of the Public Hearing, the Board considered the Staff Recommendation as well as the documents and testimony presented by Boulder County Community Planning & Permitting Department staff. The Board also heard testimony from Michael Larson and Braden Mark on behalf of the Applicant. Five members of the public spoke at the Public Hearing.

K. Based on the Public Hearing, the Board finds that the Docket meets the criteria for Limited Impact Special Use approval for a Use of Community Significance as set forth in Article 4-602.E of the Code, subject to the conditions stated below.

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

Therefore, the Board resolves:

Docket LU-23-0028 is approved on the basis and terms set forth in this Resolution, above, and subject to the following conditions:

1. All conditions of approval for docket LU-23-0008 as set forth in Resolution 2023-058 shall continue to apply.
  - a. The development is subject to the requirements of the Boulder County Building Safety and Inspection Services Team and adopted County Building Codes, as outlined in the referral comments, including but not limited to permitting, plan review, inspection approvals, and observation reports.
  - b. The locations of earthwork and revegetation are approved as proposed in the submitted Grading and Grassing Plan illustrated on Pages 10-13 of the application materials dated March 6, 2023.
  - c. At grading permit submittal, the submitted plans must include documentation for sizes and locations of staging and fueling areas, as well as verification of fueling practices and spill containment protocols.
  - d. At grading permit submittal, the Applicant must submit a Traffic Control Plan completed by a Traffic Control Supervisor.
  - e. At grading permit submittal, the Applicant must submit a Transportation Management Plan that details how progress and other information (such as commute interruptions) will be communicated to the public, indicates the anticipated routes for construction vehicles, and includes a parking plan for worker vehicles as appropriate.
  - f. Worker vehicles must be parked in designated approved areas outside of the travel way that do not conflict with project work.
  - g. Construction traffic is limited to the hours between 8:30 AM and 3:30 PM, Monday through Friday.
  - h. On-site work hours are limited to the hours between 8:00 AM and 6:00 PM, Monday through Friday, and between 9:00 AM and 4:00 PM on Saturday.
  - i. At grading permit submittal, the application must include a narrative detailing the actions that will be taken to minimize construction noise for the duration of the project.
  - j. Prior to the issuance of a grading permit, the Applicant must obtain an approved Stormwater Quality Permit.
  - k. At grading permit submittal, the Applicant must submit a final drainage report, for review and approval, that includes design calculations for the forebays shown in the Storm Drainage Plans that comply with Mile High Flood District Standards. The report must comply with the comments contained in the initial Development Review Team – Access & Engineering referral response dated April 18, 2023.
  - l. The Applicant shall be subject to the terms, conditions, and commitments of record and in the file for docket LU-23-0008: Boulder Country Club Course Improvements.

2. All conditions of approval for docket SU-19-0003 as set forth in Resolution 2019-73 shall continue to apply.

- a. Building permits are required for the proposed renovation and expansions.
- b. Prior to issuance of a building permit, the clubhouse structure must be landmarked.
- c. The proposed food service area remodel requires plan review by Boulder County Public Health prior to permitting.
- d. The pool area remodel must comply with Colorado Department of Public Health and Environment standards for swimming pools.
- e. The club shall be subject to the terms, conditions, and commitments of record and in the file for docket SU-19-0003: Boulder County Club.

3. All conditions of approval for docket SU-93-0018 as set forth in Resolution 94-5 and Resolution 94-201 shall continue to apply.

- a. The Applicant's withdrawal from the docket the requests for lighted tennis courts and the proposed lake on the Second Fairway is accepted.
- b. The Applicant cannot proceed with construction of the two new clay tennis courts or with any realignment of the current golf cart path in the vicinity of the new courts, until the Board, at a future public hearing, approves appropriate screening and other visual and noise mitigation measures that protect the western views and privacy of the neighbors to the east of the proposed courts, and that reduce the existing noise impacts of the Applicant's tennis facility.
- c. The use of the outdoor tennis courts shall be limited to the hours between 8:00 AM and 9:00 PM.
- d. The Applicant shall coordinate with the City of Boulder on the questions raised regarding the acid system and shall resolve the issue with the irrigation lateral.
- e. Sound mitigation will be installed on the existing courts.
- f. New courts will be depressed two feet into the ground and have a maximum fence elevation of 107 feet. Such fences are to be removed seasonally.
- g. The new courts are to be built as far north as possible.
- h. Once details of these conditions are finalized, this plan will be brought back for approval at a business meeting.

4. The Applicant shall be subject to the terms, conditions, and commitments of record in the file for Docket LU-23-0028: Boulder Country Club Use of Community Significance Designation.

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

**[Signature Page to Follow]**

**ADOPTED** as a final decision of the Board on this \_\_\_\_\_ day of April 2024.

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

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

\_\_\_\_\_  
Ashley Stolzmann, Chair

\_\_\_\_\_  
Marta Loachamin, Vice Chair

\_\_\_\_\_  
Claire Levy, Commissioner

ATTEST:

\_\_\_\_\_  
Clerk to the Board

## RESOLUTION 2024-035

### **A resolution denying Boulder County Community Planning & Permitting Docket LU-23-0024: Carpenter Vacation Rental**

#### Recitals

A. Conrad W. Carpenter, Jr. (the “Applicant”), applied to Boulder County for Limited Impact Special Use Review under Article 4-600 of the Boulder County Land Use Code (the “Code”) for a Vacation Rental for up to six guests for up to 310 days per year on an approximately 5-acre parcel.

B. The subject property is located at 430 Vasquez Court, approximately 0.8 miles north of the intersection of US Highway 36 and 5th Avenue, in Section 7, Township 3 North, Range 70 W, in an Agricultural zoning district in unincorporated Boulder County (the “Property”).

C. The application was submitted prior to changes in the Code and the Licensing Ordinance as adopted through Resolution 2024-013 and Ordinance 2023-02. Under the recently adopted regulations, the Property would not be eligible for a Vacation Rental. However, staff reviewed the application under the Code provisions in effect at the time of the application submittal. Per Article 4-501.E.2.b of the Code in effect at the time of application submission, Limited Impact Special Review approval was required to establish a Vacation Rental on unsubdivided property that is more than five acres in size within the Agricultural zoning district.

D. The Property is over 5 acres in size and is currently developed with an existing 4,247-square-foot residence (with 3,559 square feet of that being residential floor area and 688 square feet of covered porch area). The Applicant proposed no changes to the lot to support the Vacation Rental.

E. As the Property is not the Applicant/Property owner’s Primary Residence and the Applicant expects to rent the Property in excess of 60 days per year, the Property cannot qualify as a Primary or Secondary Dwelling Short-Term Rental.

F. The Property’s current long-term tenants plan to move out in the fall of 2024. The Applicant also owns a property in Lafayette, which is their current residence, and the Applicant is in the process of making improvements and upgrades to that residence. Once work on the Lafayette property is complete, the Applicant intends to move to the subject property and turn the Lafayette property into a long-term rental. The Applicant intends to move to the subject property sometime in 2025. The proposed Vacation Rental will provide income intended to continue to support and maintain the subject property as well as improvements to the Applicant’s other property in Lafayette. The Applicant requested the Vacation Rental license to benefit from

the subject property for the limited period of time between when the current tenants leave and the Applicant moves in.

G. The Boulder County Comprehensive Plan identifies the Property as being mostly Agricultural Land of Local Importance. Additionally, there is a small portion of the Property indicated as a Landslide Susceptibility area.

H. The above-described request was processed and reviewed as Boulder County Community Planning & Permitting Docket LU-23-0024 (the “Docket”), as further described in the memorandum and written recommendation to the Board by Boulder County Community Planning & Permitting Department planning staff dated April 4, 2024, together with its attachments (the “Staff Recommendation”). The Staff Recommendation found that the Docket could meet the criteria for approval with recommended conditions, and therefore, recommended that the Board conditionally approve the Docket.

I. At a public hearing on the Docket held on April 4, 2024 (the “Public Hearing”), as further reflected in the official record of the Public Hearing, the Board considered the Staff Recommendation as well as the documents and testimony presented by Boulder County Community Planning & Permitting Department staff and the Applicant. One member of the public spoke at the Public Hearing.

J. Based on the evidence presented at the Public Hearing, the Board finds that the Docket does not meet the criteria for Limited Impact Special Use approval for a Vacation Rental as set forth in Article 4-601 of the Code. For the reasons stated on the record and as summarized below, the Board finds that the impacts of the proposed Vacation Rental are not sufficiently mitigated by the recommended conditions of approval.

K. The proposed use in this location will not be in accordance with the Boulder County Comprehensive Plan because it does not further the policies regarding the balance of short-term and long-term economic needs with the goals and policies set forth in the Housing Element. In particular, the use does not further the goals of preservation of existing housing stock and prioritizing housing for residents. Thus, criteria 3 of Article 4-601.A is not met.

L. Therefore, the Docket is not approved.

Therefore, the Board resolves:

Docket LU-23-0024 is denied on the basis and terms set forth in this Resolution.

A motion to deny the Docket was made by Commissioner Claire Levy, seconded by Commissioner Marta Loachamin, and passed by a 2-1 vote. Commissioners Levy and Loachamin voted in favor, and Commissioner Stolzmann voted opposed.

**ADOPTED** as a final decision of the Board on this \_\_\_\_\_ day of April 2024.

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

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

\_\_\_\_\_  
Ashley Stolzmann, Chair

\_\_\_\_\_  
Marta Loachamin, Vice Chair

\_\_\_\_\_  
Claire Levy, Commissioner

ATTEST:

\_\_\_\_\_  
Clerk to the Board

## RESOLUTION 2024-036

### **A resolution conditionally approving Boulder County Community Planning & Permitting Docket LU-24-0003/SPR-23-0091: Ashton-Eggleston Residence**

#### Recitals

A. Gunnar Ashton and Amanda Eggleston (the “Applicants”), applied to Boulder County for Limited Impact Special Use Review under Article 4-600 of the Boulder County Land Use Code (the “Code”) for 1,033 cubic yards of non-foundational earthwork to construct a residential driveway. The Applicants also applied for Site Plan Review under Article 4-800 of the Code to construct a new 3,982-square-foot residence and garage on an approximately 10.2-acre vacant parcel where the presumptive size compatible with the neighborhood is 4,125 square feet.

B. The subject property is located at 3100 Ridge Road, Parcel No. 158109002008, approximately 2 miles east of the intersection of Hurricane Hill Drive and Ridge Road, in Section 4, Township 1 South, Range 72 West of the 6th Principal Meridian, in a Forestry zoning district in unincorporated Boulder County (the “Property”).

C. The Property is located east of the Town of Nederland on the southeast side of Ridge Road and was created in 1968 as Lot 48 of the St. Anton Highlands platted subdivision. The Property is accessed via Ridge Road. The Applicants proposed to create a new driveway and access point to the Property from Ridge Road.

D. The proposed 1,033 cubic yards of non-foundational earthwork is intended to provide access to the proposed residence and attached garage and an emergency turnaround hammerhead located west of the proposed residence.

E. The Property slopes down from the west to east. The higher elevation sections of the Property are located adjacent to Ridge Road along the western Property line, and the Property slopes downwards to the lowest point near the southeast corner of the Property, adjacent to State Highway 119. The proposed residence is approximately 155 feet from Ridge Road on an eastern facing slope.

F. The Property is adjacent to the Platt-Rogers Memorial Park County Open Space to the southeast. The view distance from the proposed residence to the park is approximately 1,800 linear feet at its closest. The driveway and residence will be visible from areas farther to the south and higher on the park’s slope. The State Highway 119 View Protection Corridor will not be affected.

G. The above-described request was processed and reviewed as Boulder County Community Planning & Permitting Docket LU-24-0003/SPR-23-0091 (the “Docket”), as further described in

the memorandum and written recommendation to the Board of County Commissioners (the “Board”) by Boulder County Community Planning & Permitting Department planning staff dated April 9, 2024, together with its attachments (the “Staff Recommendation”). The Staff Recommendation found that the Docket could meet the criteria for approval with recommended conditions, and therefore, recommended that the Board conditionally approve the Docket.

H. At a public hearing on the Docket held on April 9, 2024 (the “Public Hearing”), as further reflected in the official record of the Public Hearing, the Board considered the Staff Recommendation as well as the documents and testimony presented by Boulder County Community Planning & Permitting Department staff. The Board also heard testimony from Applicant Gunnar Ashton and his agent Steve Lane. No members of the public spoke at the Public Hearing.

I. Based on the Public Hearing, the Board finds that the Docket meets the criteria in Article 4-601 of the Code for Limited Impact Special Use approval for the non-foundational earthwork.

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

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

Therefore, the Board resolves

Docket LU-24-0003/SPR-23-0091 is approved on the basis and terms set forth in this Resolution, above, and subject to the following conditions:

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

2. At building permit application, the Applicants shall submit to the Community Planning & Permitting Department for review and approval updated plans demonstrating appropriate measures to disperse the flows and dissipate energy. The location and grade of the driveway as shown in the revised plans dated February 9, 2024 are approved.

3. At building permit application, the submitted plans must provide compaction requirements that comply with CDOT construction specifications.

4. Prior to issuance of a Certificate of Occupancy, the Community Planning & Permitting Department must verify that the access and driveway has been constructed to comply with the

approved plans and the Boulder County Multimodal Transportation Standards (“MMTS”) for driveways in the mountains, including without limitation:

- a. Table 5.5.1 – Parcel Access Design Standards (One-Lane Mountains Access)
- b. Standard Drawings 11-13 – Private Access
- c. Standard Drawing 15 – Access Profiles Detail
- d. Standard Drawing 16 – Access Grade & Clearance
- e. Standard Drawing 18 – Access Turnaround
- f. Standard Drawing 19 – Typical Turnaround & Pullout Locations

5. During construction (i.e. during the day while work is being performed), all vehicles must be parked on site or to one side of Ridge Road so as to not impede the travel way.

6. Prior to issuance of a Certificate of Occupancy, 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.

7. An Access Permit will be issued for the new access point at Ridge Road at the time of Building Permit review. No special application procedure is necessary; the Access Permit will be issued concurrently with the Building Permit.

8. At building or grading permit submittal, the Applicants shall submit to the Community Planning & Permitting Department for approval a Revegetation and Erosion Control Plan. This plan should include native grass species to be used, an explanation of how topsoils will be stockpiled, mapped delineation of all disturbance areas (including construction staging areas, driveway, utility lines, and septic system), locations of catch fencing and silt fences downslope of disturbed areas, and matting requirements, if necessary. Perimeter control measures must be installed downslope of all construction areas. Catch fencing must be installed downslope of all construction areas, between those disturbed areas and the required perimeter control measures. Perimeter control measures and catch fencing must be installed downslope and parallel to contours for all disturbed areas including staging areas.

Prior to any grading or site disturbance, the catch fencing and perimeter control measure location and materials must be installed as required per the approved plans.

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

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

9. Prior to issuance of building permits, the Applicants shall apply for and receive an Onsite Wastewater Treatment System (“OWTS”) permit from Boulder County Public Health.

The OWTS must be installed, inspected, and approved before issuance of a Certificate of Occupancy. Boulder County Public Health must conduct an onsite investigation and review percolation rates, soil conditions, and any design plans and specifications prior to OWTS permit issuance. Setbacks between all buildings and the OWTS serving the Property and OWTS serving neighboring properties must be in accordance with the Boulder County OWTS Regulations, Table 7-1.

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

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

12. At the time of final inspection, all remaining required items in the Wildfire Partners Assessment Report or the Wildfire Mitigation Plan are to be fully implemented and inspected. Ground surfaces within three feet of both existing and new structures, and at least two feet beyond the driplines of decks, bay windows, and other eaves and overhangs, must be covered with an allowable non-combustible ground cover over a weed barrier material. The driveway

vertical and horizontal vegetation clearance must be in place and conform to the Parcel Access Design Standards in the MMTS.

Wildfire mitigation shall take place as outlined in the conditions listed in the Boulder County Wildfire Mitigation team referral response (Attachment B, pages B5–B7 of the Staff Recommendation).

13. The approved size for the development is approximately 3,982 square feet of residential floor area.

14. The locations of the residence and driveway shown on the site plan dated February 9, 2024 and staked in the field are approved as proposed.

15. The elevations dated February 14, 2024 are approved as proposed.

16. The approved height for the residence is a maximum of 35 feet above existing grade.

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

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

19. Prior to issuance of building permits, the Applicants shall 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 for the proposed residence as well as all proposed retaining walls. All samples will be kept for the record. All materials should have a matte, non-reflective finish. Samples should be included as part of the building plan set required at the time of permit application.

Colors shall be selected to minimize visual impacts of the development and help the development blend in with the natural environment and the neighborhood character of the surrounding area. These colors should be carefully selected from the dark to medium brown, gray, or green color range to ensure 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 a Certificate of Occupancy, the Community Planning & Permitting Department must inspect and verify the full installation of the approved colors and materials.

20. At building permit submittal, the Applicants shall submit to the Community Planning & Permitting Department for review and approval one copy of a proposed lighting plan. The lighting plan shall be included as part of the building plan set required at the time of permit application.

Down lighting is required, and all bulbs must be fully shielded to prevent light emissions above a horizontal plane drawn from the bottom of the fixture. All exterior light fixtures must conform with Articles 7-1600 and 18-162.A of the Code.

21. Prior to issuance of a Certificate of Occupancy, the Community Planning & Permitting Department must inspect and approve the full installation of the approved lighting plan.

22. Prior to issuance of building and grading permits, the Applicants shall 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. 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 the driveway).

23. At the time of building inspections, the Community Planning & Permitting Department must inspect and confirm the full installation of the utilities per the approved plan.

24. The Applicants shall be subject to the terms, conditions, and commitments of record and in the file for Docket LU-24-0003/SPR-23-0091: Ashton-Eggleston Residence.

A motion to approve the Docket was made by Commissioner Claire Levy, seconded by Commissioner Ashley Stolzmann, and passed by a 2-1 vote. Commissioners Levy and Stolzmann voted in favor, and Commissioner Marta Loachamin voted opposed.

**[Signature Page to Follow]**

**ADOPTED** as a final decision of the Board on this \_\_\_\_\_ day of April 2024.

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

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

\_\_\_\_\_  
Ashley Stolzmann, Chair

\_\_\_\_\_  
Marta Loachamin, Vice Chair

\_\_\_\_\_  
Claire Levy, Commissioner

ATTEST:

\_\_\_\_\_  
Clerk to the Board

## RESOLUTION 2024-037

### A resolution approving Boulder County Community Planning & Permitting Docket DC-24-0001: Text Amendments to the Land Use Code Related to Temporary Fireworks Sales

#### Recitals

A. The Board of County Commissioners of Boulder County (the “Board”) is authorized to amend the text of the County’s Zoning Regulations according to the procedures in Article 16 of the Boulder County Land Use Code and C.R.S. § 30-28-112, -116 and -133.

B. Under other statutory authority, the Board is empowered to adopt regulations related to the control of land use, including but not limited to Article 65.1 of Title 24 (Areas and Activities of State Interest); Articles 67 and 68 of Title 24 (Planned Unit Developments and Vested Rights); Article 20 of Title 29 (Local Land Use Enabling Act); Articles 11 and 15 of Title 30 (County Powers and Police Power); Article 1 of Title 32 (Special District Control); and Article 2 of Title 43 (County Highways), C.R.S.

C. By Resolution 94-185, adopted October 18, 1994, the Board approved a unified Boulder County Land Use Code (the “Code”), which the Board has amended on subsequent occasions.

D. In the present docket, DC-24-0001 (the “Docket”), authorized by the Board at a public meeting on January 9, 2024, Boulder County Community Planning & Permitting staff proposed text amendments to the Code (the “Proposed Amendments”) related to Temporary Fireworks Sales, as set forth in the Boulder County Community Planning & Permitting Department’s memorandum and recommendation dated April 9, 2024, with its attachments (the “Staff Recommendation”).

E. The Proposed Amendments disallow the Temporary Fireworks Sales use in unincorporated Boulder County due to concerns of wildfire danger and prevention efforts, public safety, and alignment with fireworks regulations in neighboring jurisdictions within Boulder County.

F. As outlined in **Exhibit A**, the Proposed Amendments include updates to Article 4-517.H Temporary Fireworks and Christmas Tree Sales and related sections of Article 4 of the Code. The Proposed Amendments strike all language concerning Temporary Fireworks Sales, leaving allowances for Temporary Christmas Tree Sales.

G. The Boulder County Planning Commission (the “Planning Commission”) held a duly noticed public hearing on the Proposed Amendments on February 21, 2024. The Planning Commission recommended conditional approval of the Proposed Amendments as presented by staff and certified the Docket for action to the Board. Additionally, the Planning Commission requested that staff and the Board consider further research on the link between fireworks and fires, as further summarized in the Staff Recommendation.

H. On April 9, 2024, the Board held a duly noticed public hearing on the Docket (the “Public Hearing”) and considered the Staff Recommendation, documents, and testimony presented by County Community Planning & Permitting Department staff. Six members of the public spoke at the Public Hearing.

I. Based on the Public Hearing, the Board finds that the Proposed Amendments outlined in **Exhibit A** meet the criteria for text amendments contained in Article 16-100.B of the Code, in that the existing text is in need of amendment; the Proposed Amendments are not contrary to the intent and purpose of the Code; and the Proposed Amendments are in accordance with the Boulder County Comprehensive Plan, subject to the conditions stated below.

Therefore, the Board resolves:

1. The Proposed Amendments in **Exhibit A** are approved, effective as of April 9, 2024.
2. Under § 30-28-125, C.R.S., the Board authorizes the Clerk to the Board to transmit this Resolution, with its **Exhibit A**, to the County Clerk and Recorder for filing and appropriate indexing.

A motion to approve the Docket was made by Commissioner Marta Loachamin, seconded by Commissioner Claire Levy, and passed by a 2-1 vote. Commissioners Loachamin and Levy voted in favor, and Commissioner Ashley Stolzmann voted opposed.

**[Signature Page to Follow]**

**ADOPTED** as a final decision of the Board on this \_\_\_\_\_ day of April 2024.

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

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

\_\_\_\_\_  
Ashley Stolzmann, Chair

\_\_\_\_\_  
Marta Loachamin, Vice Chair

\_\_\_\_\_  
Claire Levy, Commissioner

ATTEST:

\_\_\_\_\_  
Clerk to the Board

**Exhibit A**

**DC-24-0001: Temporary Fireworks Sales Text Amendment**

4-101 Forestry (F) District

- D. Temporary Uses Permitted (see 4-517)
  - 7. Temporary ~~Fireworks and~~ Christmas Tree Sales (I)

4-102 Agricultural (A) District

- D. Temporary Uses Permitted (see 4-517)
  - 7. Temporary ~~Fireworks and~~ Christmas Tree Sales (I)

4-108 Transitional (T) District

- D. Temporary Uses Permitted (see 4-517)
  - 7. Temporary ~~Fireworks and~~ Christmas Tree Sales (I)

4-109 Business (B) District

- D. Temporary Uses Permitted (see 4-517)
  - 7. Temporary ~~Fireworks and~~ Christmas Tree Sales (I)

4-111 Light Industrial (LI) District

- D. Temporary Uses Permitted (see 4-517)
  - 7. Temporary ~~Fireworks and~~ Christmas Tree Sales (I)

4-112 General Industrial (GI) District

- D. Temporary Uses Permitted (see 4-517)
  - 7. Temporary ~~Fireworks and~~ Christmas Tree Sales (I)

Use Tables • 4-517 Temporary Uses [TO BE UPDATED]

4-517 Temporary Uses

H. Temporary ~~Fireworks and~~ Christmas Tree Sales

1. Definition: Unless otherwise expressly provided in this Code, an operation which is open to the public and scheduled to occur over a period not to exceed 42 days in any calendar year. This use includes sales of Christmas trees, ~~or fireworks allowed for use in Boulder County.~~
2. Districts Permitted:
  - a. ~~For sales of fireworks, by Limited Impact Special Review in F, A, T, B, LI, and GI.~~
  - b. ~~For Christmas tree sales, By Limited Impact Special Review in F, A, T, B, LI, GI, C, and RR. Use within RR is limited to property that is not in a platted subdivision.~~

3. Parking Requirements: To be determined through Limited Impact Special Review.
4. Loading Requirements: To be determined through Limited Impact Special Review.
5. Additional Provisions:
  - a. One non-illuminated identification sign not to exceed 32 square feet in total surface area shall be permitted.
  - b. This use may be allowed on a parcel with an existing Principal Use.

## BOCC CONTRACT AMENDMENT

AMENDMENT SUMMARY	
This amendment makes changes to the following terms:	
<input checked="" type="checkbox"/> Contract Amount <input type="checkbox"/> Contract Dates <input checked="" type="checkbox"/> Scope of Work	
<b>Amendment</b>	
<b>Amendment Number</b>	3
<b>Contract Identification from Original Contract</b>	
Vendor Legal Name	The Boulder Shelter for the Homeless, Inc.
Vendor Contact Name	Michael Block, CEO
Vendor Contact Email	michael@bouldershelter.org
Office or Department	Housing and Human Services
Division /Program	Partnerships, Contracts, and Services
Oracle Contract Number	302420      Version Number 4
<b>Contract Amount</b>	
<b><u>Not to Exceed</u></b> Amount of current contract, including all amendments	\$ 1,433,490.00
Amendment Amount	\$ 900,000.00
New Cumulative <b><u>Not to Exceed</u></b> Amount	\$ 2,333,490.00
<b>Contract Dates</b>	
Amendment Effective Date	January 01, 2024
New End Date	December 31, 2024
<b>Scope of Work</b>	
Does this amendment remove any portion of the current scope of work?	No
Does this amendment add new requirements to the scope of work?	No
Are the fees and rates listed on the previous schedule changing?	Yes
<i>Changes to the scope of work require a insurance requirements review. Is an updated insurance review attached as Exhibit A?</i>	No
<p><b>Scope of Work Changes:</b> Describe the changes to scope of work in this box and, if needed, attach an Exhibit B with the details of the changes to the scope of work, including updated fee and rate sheets, if applicable:</p> <p>Amended to increase budget for sheltering related to increased need due to pandemic and 365 days a year of sheltering.</p>	

*Approved for use October 2023*

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

<b>Additional Contract Documents</b>	
Check all that apply:	
<input type="checkbox"/> Exhibit A: Insurance Requirements <input checked="" type="checkbox"/> Exhibit B: Scope of Work and Fee Schedule <input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements (not required if previously included) <input type="checkbox"/> Exhibit D: _____ <input type="checkbox"/> Exhibit E: _____ <input type="checkbox"/> Exhibit F: _____	
<b>County Internal Use Only</b>	
<b>Purchasing Details</b>	
Project #	HHS Human Services Safety Net RFA
Does this amendment change the purchasing process the contract must follow due to an increase in amount or timeframe?	No
Bid Process Used	Bid Number Provided (award info attached in supporting documents)
Is a new bid waiver required on this contract?	No
<b>Accounting Details</b>	
112.45071.74000.1020.101290.H113.0000 - please add funds to current PO #BC24259	

This AMENDMENT (“Amendment”) to the above-referenced Original Contract (“Contract”) is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of Housing and Human Services \_\_\_\_\_ (“County”) and The Boulder Shelter for the Homeless, Inc. \_\_\_\_\_ (“Contractor” or “Vendor”).

1. INCORPORATION OF AMENDMENT SUMMARY

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

2. EFFECTIVE DATE AND ENFORCEABILITY

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

*Approved for use October 2023*

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

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 Term. The term of the Contract is extended through the New End Date identified in the Amendment Summary.

Contract Amount. The Contract Amount is amended to include the Amendment Amount identified in the Amendment Summary. The total cost of all work performed is not to exceed the **New Cumulative Not to Exceed Amount** identified in the Amendment Summary.

Scope of Work. The Scope of Work is amended as indicated under Scope of Work Changes in the Amendment Summary and Exhibit B if indicated and new insurance requirements, if any, are identified in Exhibit A to this Amendment.

[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.

<b>SIGNED for and on behalf of Board of County Commissioners of Boulder County</b>	<b>SIGNED for and on behalf of The Boulder Shelter for the Homeless, Inc.</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest Signature:	<i>Initial of EO/DH</i>
Attestor Name:	
Attestor Title:	

*Approved for use October 2023*

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

**EXHIBIT B**  
**SCOPE OF WORK AND FEE SCHEDULE**

**1. PROJECT DESCRIPTION**

Boulder County Department of Housing and Human Services (BCDHHS) is committed to co-creating solutions with its community partners to address complex family and community challenges by fully, effectively, and efficiently integrating health, housing, and human services to strengthen the broad range of Social Determinants of Health, in turn generating a more self-sufficient, sustainable, and resilient community. The seven key areas of stability and key priorities BCDHHS is targeting, and key priorities for the investment of BCDHHS funds, include housing stability, employment and income stability, access to adequate food and nutrition, environmental health, health and well-being, safety, and education.

This Contract supports services under the housing stability pillar, and more specifically, providing countywide, Housing-Focused Shelter (HFS) services to individuals who have been referred for services through the countywide Coordinated Entry System and Diversion Services, including leveraging street outreach efforts to work with clients toward obtaining housing, in alignment with the system planning decisions determined by the Homeless Solutions of Boulder County (HSBC) governance structure.

In addition to the funding received from the Human Services Safety Net fund, the Boulder County Board of Commissioners has allocated additional funding effective in 2024 to this program to address the increase in number of people accessing Boulder Shelter for the Homeless' (BSH) services. The additional funding is to ensure adequate staffing, utilize, food and other resources for BSH to continue to provide these services amidst increase demand and rising costs.

**2. PERFORMANCE RESPONSIBILITIES**

Contractor, in accordance with the terms and conditions in this Contract shall provide, in a timely and satisfactory manner, the following:

- A. Provide HFS services in accordance with the attached Housing-Focused Shelter Service Policy and Reporting Metrics (Exhibit D).
- B. Provide sheltering seven (7) days per week.
- C. Allocate resources to clients according to the prioritization policy agreed upon by the Homeless Solutions of Boulder County (HSBC) governance structure when demand exceeds capacity.
- D. Complete VI-SPDAT assessments for all HFS clients willing to participate.
- E. Leverage community partners to secure housing options for all HFS clients: Contractor shall work with other partners to ensure housing options for all HFS clients, including those who are resistant to accessing on-site shelter services.

- F. Use excess capacity to maximize resource usage in the system: In order to make the best use of sheltering resources within the system, Contractor shall work with HSBC to maximize use of excess sheltering capacity for other system needs.
- G. Enter data into Boulder County Connect (BCC): As functionality continues to expand, Contractor shall enter all client data directly into BCC client portal, including services received and type of exit from program.
- H. Engage with local government and other system stakeholders to improve the HFS program: Contractor shall participate in regular meetings and feedback discussions with local government, other funded entities, and key system stakeholders, and make changes to the HFS program to incorporate needed improvements. Systems performance information will be monitored in collaborative management meetings. Meeting frequency will be approximately once per month but may be more frequent during the first six months of the Contract term at the discretion of Boulder County. Contractor may also be required to present updates at monthly meetings of the HSBC.
- I. As needed, negotiate changes to HFS with HSBC related to recommendations from the HSBC governing board. As Contractor implements the HFS program, Contractor shall recommend process improvements to the HSBC governing board.
- J. It is anticipated that some HFS procedures will require adjustment during the Contract term as system data identify opportunities for improvement. Contractor shall participate in regular meetings and feedback mechanisms with HSBC to review data on system performance and concerns/suggestions from clients or other community agencies to inform HFS changes. Service changes material to the contents of this agreement may not be made without written agreement of County and Contractor.
- K. Operate housing opportunities for individuals who have experienced homelessness: If funding allows, Contractor shall continue to operate its permanent supportive housing program at 1175 Lee Hill and its scattered site PSH programs.
- L. Work with Boulder County to explore additional funding streams to support services: Contractor shall work with Boulder County to explore whether and how additional funding streams (e.g., Medicaid) may be used to support Contractor operations.

### **3. TARGET POPULATION**

The target population includes all adults who are homeless in Boulder County who have been referred to HFS through the countywide Coordinated Entry System and Diversion Services.

### **4. REFERRALS FOR SERVICE**

Contractor shall accept referrals from the countywide Coordinated Entry System and Diversion Services for adult homeless services.

### **5. MEETINGS AND COMMUNICATIONS**

- A. Boulder County and Contractor shall meet quarterly to evaluate Contract usage and program effectiveness that may include:
  - i. Recommendations for modifications in the scope of services for this Contract.

- ii. Technical assistance necessary to enable the performance of this Contract by Contractor, or
  - iii. The specification of necessary additional services to enable Contractor's performance of the services provided under this Contract.
- B. A fiscal review may be conducted during the Contract term.
  - C. BCDHHS will communicate with Contractor regarding applicable trainings and meetings as appropriate.
  - D. Contractor agrees to attend relevant events focused on homelessness, including trainings and committees of Metro Denver Homeless Initiative (MDHI), and to communicate summaries back to the HSBC governing board.

## **6. DELIVERABLE AND REPORTING REQUIREMENTS**

- A. Contractor shall consistently track all data in the BCC system. Data should be entered into BCC when services are delivered or no more than 3 days after receipt of service.
- B. Contractor shall review monthly reports prepared by Boulder County that track metrics outlined in Exhibit D: Housing-Focused Shelter Service Policy and Reporting Metrics.
- C. Contractor shall work in partnership with the governance structure to develop reports in support of the Draft Boulder County Homeless System Collaborative Data and Evaluation Overview January 2018 (Exhibit B-3).
- D. Contractor agrees to work in partnership with BCDHHS, governments, foundations, and nonprofit organizations providing health and human services to agree to a common core set of outcome indicators for Boulder County human services safety net providers that measure the impact of services for clients. This shall include attendance at and participation in meetings to discuss and review best practices and outcome measurements.
- E. Contractor shall also submit quarterly narrative reports documenting how HFS implementation has progressed. These reports will include but are not limited to the following elements: (1) components of the service that worked well over the quarter; (2) components of the service that created challenges during the quarter and steps taken to improve the service (3) any formal changes made to the HFS service during the quarter.
- F. Contractor shall maintain a safe facility by implementing a standard behavior policy for all clients seeking Shelter services. This includes clear behavioral expectations and a process to ensure consistent administration of any consequences.
- G. Contractor shall notify BCDHHS within 30 days of vacancies for positions funded under this Contract. Notification shall be sent in writing to Rory Thomes at [rthomes@bouldercounty.gov](mailto:rthomes@bouldercounty.gov).
- H. Contractor shall submit an annual qualitative report at the conclusion of each Contract term. Annual reports shall be submitted no later than the 20<sup>th</sup> of the month following the end of the Contract term. Reports shall be submitted to Estiberson Parra Cordero ([eparracordero@bouldercounty.gov](mailto:eparracordero@bouldercounty.gov)) and [hhsimpactreporting@bouldercounty.gov](mailto:hhsimpactreporting@bouldercounty.gov)
- I. All required reports shall be submitted to [hhsimpactreporting@bouldercounty.gov](mailto:hhsimpactreporting@bouldercounty.gov) and [rthomes@bouldercounty.gov](mailto:rthomes@bouldercounty.gov) by the 20<sup>th</sup> of the month following the end of each reporting period.

## **PAYMENT AND REPORTING REQUIREMENTS**

### **1. BUDGET**

- A. The total dollar amount for this Contract shall not exceed \$1,500,490. The approved budget is included as Exhibit B-1, Program Budget.
- B. Contractor has the discretion to transfer up to ten percent (10%) of the approved budget between the major direct cost budget categories without the approval of Boulder County Department of Housing and Human Services (BCDHHS). Any budget transfer greater than ten percent (10%) requires prior written approval from an authorized BCDHHS representative.

### **2. PAYMENT AND REPORTING REQUIREMENTS**

#### **A. Monthly Invoicing**

- i. BCDHHS shall provide Contractor with a monthly invoice template.
- ii. Contractor shall complete and submit monthly invoices and supporting documentation that supports the amount invoiced on/or before the twentieth (20<sup>th</sup>) calendar day following the reporting period, regardless of the level of activity or amount of expenditure(s) in the preceding report period.
- iii. Monthly invoiced expenses shall be for actual expenditures incurred by Contractor.
- iv. BCDHHS shall not pay for vacant positions funded through this Contract.
- v. Monthly invoiced expenses may not be reimbursable by any other funding source.
- vi. Monthly invoices shall only include expenditures for the prior billing period. Any adjustments to a previously billed period need to be billed as an amendment to a previous invoice.
- vii. The invoice shall contain the name and title of the person authorized, or his or her designee, to submit claims for payment.
- viii. All invoices, supporting documentation, and applicable reports shall be submitted electronically to BCDHHS via email to:  
hhsaccountingoffice@bouldercounty.gov and rthomes@bouldercounty.gov

#### **B. Supporting Documentation**

- i. Monthly invoices shall be supported by a general ledger and/or sub-ledger detail generated from Contractor's accounting system to include payee, description, date, and amount.
  - a. For participant services, participant name and purpose must be included (for those participants who have signed an authorization to release information).
  - b. For personnel requests, an excerpt of the payroll register from the paying system is appropriate. The payroll register should include staff name(s) or initials, period paid, salary and itemized employer-paid taxes and benefits.
- ii. Supporting documentation submitted with monthly invoices must meet or exceed the amount being invoiced.

- iii. Contractor shall keep on site for BCDHHS review, for the contract term plus three years, the following supporting documentation for each invoice:
  - a. Non-personnel reimbursements must be supported by general ledger or sub-ledger detail generated from Contractor's accounting system.
    - 1. The ledger detail should include payee, description, date, and amount.
    - 2. For participant services, participant name and purpose must be maintained on file (for those participants who have signed an authorization to release information).
    - 3. The documentation should include all receipts and/or other original support. Receipts are required for purchases from a single vendor more than \$100.
    - 4. Travel expenditures should include travel expense reports.
    - 5. Mileage will be reimbursed at a rate equal to or less than the IRS standard mileage rate.
  - b. For personnel requests, an excerpt of the payroll register from the paying system is appropriate. The payroll register should include staff name(s) or initials, period paid, salary and itemized employer-paid taxes and benefits.
    - 1. Staff working less than 100% on contracted work may be required via a written amendment to maintain an accurate daily record of hours worked and correct charge codes. These records shall be made available to BCDHHS during financial review visits or upon request.
- iv. If Contractor does not produce sufficient documentation as described above at financial review visits, BCDHHS has the right to recapture any unsupported payments.

#### C. Payments

- i. Monthly invoices, supporting documentation, and all required deliverables as outlined in Section 6, Deliverable and Reporting Requirements must be submitted in a timely manner and in accordance with the terms of the Contract in order to receive payment.
- ii. BCDHHS will reimburse Contractor within 30 days of receipt and approval of a fully supported and payable invoice. BCDHHS will follow-up with Contractor within 15 days of receipt should there be any questioned or unsupported costs.

#### D. Internal Controls

- i. Contractor shall maintain written internal control policies and procedures around financial and accounting practices, including procurement policies and procedures.
- ii. Confidentiality of Client Information and Records: Contractor shall maintain best practices for safeguarding confidential information, including signed certification from Contractor's directors, officers, and employees.
- iii. Conflict of Interest: Contractor shall maintain best practices regarding conflicts of interest, including signed certification from Contractor's directors, officers, and employees.
- iv. Written policies and procedures shall be made available to BCDHHS during financial review visits or upon request. During the Contract term,

BCDHHS will request to review Contractor's procurement policy.

3. **SCHEDULE OF ATTACHMENTS:** The following attachments to this Exhibit are hereby attached and incorporated by this reference:
  - A. Exhibit B-1, Program Budget
  - B. Exhibit B-2, Program Level Report
  - C. Exhibit B-3, Boulder County Homeless Systems Collaborative Data and Evaluation Overview

## EXHIBIT B-1 PROGRAM BUDGET

Agency Name: Boulder Shelter for the Homeless

Program Name: Shelter Operations

2024 Approved Amount

600,490.00

900,000.00

<b>FINAL PROPOSED AMENDED BUDGET</b>
------------------------------------------

1,500,490.00

Once you have matched the award amount below, this should be "0" :

-

-

-

Feel free to add or change expense rows categories to this form

LINE ITEM DESCRIPTION	ORIGINAL LINE ITEM BUDGET	ADDED LINE ITEM BUDGET	TOTAL LINE ITEM BUDGET
<b>Salaries</b> (list positions and indicate FTE allocated to each source and whether the person within the position is bilingual/bicultural or bilingual only)			
HFS Staff Salaries & Wages (6.5 & 9 FTE - 15.5 total)	250,000.00	458,000.00	708,000.00
HFS Case Manager Salaries & Wages (1 & 2 FTE - 3 total)	55,000.00	114,000.00	169,000.00
Supervisor Salaries & Wages (0.25 & 0.6 FTE - 0.85 total)	37,500.00	78,000.00	115,500.00
<b>Payroll Taxes &amp; Benefits</b>	78,490.00	135,000.00	213,490.00
<b>Operating Expenses</b> (list costs including travel, rent, utilities, phone, postage, supplies, & printing)			
Housing Focused Shelter Client Support	30,000.00	-	30,000.00
Kitchen, Cleaning and Bathroom Supplies	12,000.00	-	12,000.00
Facility Usage - utilities, water, phone, internet, trash, repairs & maintenance, etc.	60,000.00	-	60,000.00
<b>Equipment</b> (list all costs)			
<b>Subcontractor/consultation services</b> (list individual costs)			
<b>Other Costs</b>			
Admin Allocation	77,500.00	115,000.00	192,500.00
(percentage of organizational administrative costs, majority of which are salaries and benefits for admin employees, plus some miscellaneous admin expenses)			
<b>TOTAL Program Budget</b>	<b>600,490.00</b>	<b>900,000.00</b>	<b>1,500,490.00</b>

## Exhibit B-2 Program Level Report

Name of Organization:	
Name of Program (should match funding award):	
Name of Person Completing Report:	
Program staff email to use if questions arise:	

Quarterly Reporting Metrics	Q1	Q2	Q3	Q4
<b>TOTAL Number of unduplicated individuals served by Program</b>				
<b>TOTAL Number of unduplicated individuals served by residency</b>				
Boulder				
Lafayette				
Louisville				
Longmont				
Erie				
Lyons				
Nederland				
Superior				
Jamestown				
Other Cities Inside Boulder County				
Homeless Inside Boulder County				
Other Cities Outside Boulder County				
Homeless Outside Boulder County				
Unknown				
<b>TOTAL Number of unduplicated individuals served by Program by age</b>				
0-5				
6-12				
13-17				
18-54				
55-91				
<b>TOTAL Number of unduplicated individuals served by Program - Race</b>				
American Indian/Alaska Native				
Asian				
Black/African American				
Native Hawaiian or other Pacific Islander				
Mixed Race				
White/Caucasian				
Other				
Unknown				
<b>TOTAL Number of unduplicated individuals served by Program - Hispanic, Latino or Spanish origin</b>				
No, Not of Hispanic, Latinx, or Spanish origin				
Yes, of Hispanic, Latinx, or Spanish origin				
Unknown				
<b>TOTAL Number of households served by Program - Primary Household Language</b>				
English				
Spanish				
Other				
Unknown				
<b>TOTAL Number of households* served by Program</b>				
<b>Number of households with children ages 0-17</b>				

\* note: single individuals living alone = 1 household

<b>Programmatic Metrics:</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
Number of clients existing shelter into housing				
Number of new clients this quarter				
Number of clients provided with housing assistance				

<b>Quarterly Questions for Funders:</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
1. What % of program funding does this contract provide as a percent of the total program budget				
2. Please describe the ways in which this funding helps meet program goals:				
3. Please briefly describe any gaps or areas of need that you are noticing emerge in the community:				
4. This contract is funded by tax dollars. If you are able to share a success story of this program that we can share with the public.				

**EXHIBIT B-3**  
**Boulder County Homeless System Collaborative**  
**Data and Evaluation Overview**

**Introduction**

The Cities of Boulder and Longmont and Boulder County are implementing a new approach to serving adults experiencing homelessness county-wide. The overall goal of the system is to help clients exit homelessness by regaining housing. The system includes three core components:

- **Coordinated Entry and Diversion Services:**
  - : Coordinated Entry is a process by which all individuals in need of adult homeless services will be consistently screened and referred to services (either navigation or housing-focused shelter) that are appropriate for their level of need. Screening began at fixed locations in Boulder and Longmont in October 2017.
  - **Diversion Services:** rapid homeless resolution where/when possible. These efforts can include the following: reunification, rental assistance, car repairs, etc. that are in compliance with allowable activities.
  
- **Navigation Services:** Navigation Services provide short-term support for lower-needs individuals who require limited assistance to get back into permanent housing. Individuals will work with a case manager to develop a housing plan and can receive mediation support, financial assistance, legal assistance, assistance reunifying with support networks, and links to county and other community programs as needed. Overnight sleeping space will also be available to qualified navigation participants who need a place to stay in the short term. Bridge House began providing this service in the City of Boulder in October 2017 and the OUR Center and HOPE will provide this service in the City of Longmont starting in early November 2017.
  
- **Housing-focused Shelter Services:** HFS (previously referred to as program-based shelter or PBS) facilitates housing entry for qualified moderate- and high-needs individuals by providing overnight sheltering and wrap-around services on an extended basis. Those participating in HFS can remain at the Boulder Shelter for the Homeless (BSH) until they have been successfully, permanently housed. The overall goal of the system is to help clients exit homelessness by regaining housing.

In order to build a robust understanding of how Boulder County's new approach is working, the Cities of Boulder and Longmont and Boulder County plan to intentionally evaluate system performance. This work also aims to establish a culture of data-driven performance improvement, by using regular reviews of system data as a starting point for conversations on system performance. This document summarizes the preliminary plan for this work, which includes both process and outcome components.

Because this approach requires instituting new service models and processes, the evaluation work during the pilot year (October 1, 2017 – September 30, 2018) will focus primarily on regular use of data and provider engagement to document how the system is functioning and identify improvements. Primary process measures for this work include average and median length of time in navigation and housing-focused shelter programs and the frequency with which particular services (e.g., financial assistance, conflict mediation, etc.) are provided. As part of this effort, we will also examine data from the Coordinated Entry and Diversion Services to refine the screening tool, determine whether it accurately refers clients to the appropriate service, and whether high

utilizer clients are also highly vulnerable. Results of this analysis will be used to drive improvements to the screening process.

To the extent possible, the evaluation effort will examine outcomes of the new system. Primary outcome measures are returns to homelessness (as measured by re-screenings through Coordinated Entry and Diversion Services) and the percentage of clients exiting to permanent housing destinations. These metrics can be compared to similar analysis being conducted for the metro Denver continuum of care to examine our system performance relative to the region. We also have the opportunity to develop service utilization tracking by building connections between emergency services data and Boulder County Connect.

### **Data Sources and Elements**

To the greatest extent possible, this evaluation plan relies on administrative data collection already planned within the Boulder County Connect system. In that system, we expect to have the following data elements:

- CE screening data elements
  - Screening date
  - Demographics
  - Type of residence (i.e., homeless, institutional, temporary, or permanent housing situation)
  - Length of time homeless
  - Connection to Boulder County
  - Number of homeless episodes in past three years
  - Self-reported disability
- Program (either navigation or housing-focused shelter) entry date
- Program exit date.
- Program dismissal reason (housing destination and program exit, modeled on HMIS data element)
- Services disbursed during program enrollment.
  - Financial assistance amount
  - Conflict mediation
  - Connection to mainstream resources (as noted by enrollment in Medicaid, SNAP, etc. during program enrollment period)
  - Housing search assistance
- Other program assessments (e.g., navigation intake, VI-SPDAT)
- High utilizer list

The data and evaluation work can also leverage ongoing performance monitoring meetings with service providers (e.g., weekly systems check-ins and monthly Management Board meetings). If resources permit, these sources may be supplemented with monitoring visits to programs and additional interviews with program staff and/or focus groups with program participants. We will also develop a mechanism to record housing exit supports (e.g., placement in permanent supportive housing units, rapid re-housing assisted housing placement, etc.). If possible, this information will be captured in Boulder County Connect as well.

### **Process Questions**

#### *System-level questions*

- Are the core programs in the new approach – Coordinated Entry and Diversion Services, navigation, and housing-focused shelter – working as intended?

- **Data source:** This question will be answered using monitoring meetings with providers, including those with front line workers and the Management Board. These meetings will provide feedback on what is working and what isn't. If resources permit, this will be supplemented with monitoring visits to programs to observe program operations.
- **Analysis:** Review notes from meetings and observations, code that content by theme, and summarize.
- Where they are working differently than the service model, why are they working differently? What generated this change? What challenge/unforeseen situation had to be overcome?
  - **Data source:** This question will be answered using monitoring meetings with providers, including those with front line workers and the Management Board. These meetings will provide feedback on what is working and what isn't. If resources permit, this will be supplemented with monitoring visits to programs to observe program operations.
  - **Analysis:** Review notes from meetings and observations, code that content by theme, and summarize.
- Does the system as designed have sufficient capacity? How does the demand for service types compare to the supply of those services in the system?
  - **Data source:** Coordinated Entry and Diversion Services screening data (in Boulder County Connect)
  - **Analysis:** Run a report on the preferred referral based on the screening and where/whether the client was actually served to determine mismatch between service capacity and demand. Note: to understand whether a referral result different from the CE screening result is due to client choice or lack of capacity, we may need to add an administrative field into Boulder County Connect to gather this information.

*Program-level questions*

- How long are clients in programs for by program type?
  - **Data source:** Average and median lengths of stay from Boulder County Connect, with supplemental information from providers to explain outliers or trends out of line with system expectations.
  - **Analysis:** Calculate average and median lengths of stay for each core program (navigation – Boulder, navigation – Longmont, housing-focused shelter).
- What specific services (e.g., conflict mediation, financial assistance, housing search assistance) do clients receive by program type?
  - **Data source:** Boulder County Connect service disbursement data by program type (diversion, navigation, program-based shelter)
  - **Analysis:** Run report from Boulder County Connect to show the number of clients by each program type who received each service type provided through the single adult homeless service system. Review these data to determine which services are provided most frequently.
- What services were the most important in helping clients resolve their homelessness by program type?

- **Data source:** Interviews with program staff and focus groups with program participants.
- **Analysis:** Because clients receive services that they and their case manager determine would be beneficial for them, we cannot compare the effectiveness of individual services by comparing those who received a certain service and those who did not receive it. Instead, we will ask program staff and participants to give their impressions on the relative importance of the individual services offered and the contexts in which certain services are more or less critical. Notes from these conversations will be reviewed and summarized. This will provide guidance for program improvements, but we will not be able to determine the independent effectiveness of particular services.

*Coordinated Entry screening questions.*

- Are referrals to programs from Coordinated Entry and Diversion Services being accepted?
  - **Data source:** Boulder County Connect referral and program enrollment data.
  - **Analysis:** Examine the percentage of referrals to programs that result in enrollments in that program and the percentage that do not by each program and program type.
- Are high utilizers also high-need?
  - **Data source:** Coordinated Entry and Diversion Services screening data and high utilizer lists.
  - **Analysis:** Compare need characteristics of those on the high utilizer list who have been screened by Coordinated Entry and Diversion Services to those who are not on the high utilizer list.
- Does the screening tool accurately assess level of need?
  - **Data source:** Coordinated Entry and Diversion Services screening data and subsequent assessment data (e.g., VI-SPDAT)
  - **Analysis:** Compare the results of the Coordinated Entry and Diversion Services screening with levels of need as determined by other assessments, primarily the VI-SPDAT, to determine correlation between measures.

**Outcomes Questions**

- What housing situations are clients exiting to?
  - **Data source:** Boulder County Connect destination field, housing exit data as available.
  - **Analysis:** Analyze frequencies with which clients exit to permanent housing situations, temporary housing situations, institutional settings, homeless situations, or unknown destinations by program.
- How often do clients return to homelessness after being served? Does this vary by program type?
  - **Data source:** Re-screenings for Coordinated Entry and Diversion Services in Boulder County Connect.
  - **Analysis:** Determine the percentage of clients who have been rescreened through Coordinated Entry and Diversion Services (recidivism rate).
- What trends do we observe in utilization of emergency services?
  - **Data source:** municipal and county justice system data, emergency medical data, and Boulder County Connect data (requires both historical and current data)

- **Analysis:** plot trends in average utilization of emergency service services for clients served by system over time
- **Note:** The justice and emergency medical data sources are not currently integrated into Boulder County Connect.
- What trends do we observe in utilization of mainstream services?
  - **Data source:** Boulder County Connect data (i.e., SNAP, Medicaid, etc.)
  - **Analysis:** plot trends in average utilization of mainstream supportive services for clients served by system over time.

While we will review these measures, evaluating outcomes at this early stage is difficult for several reasons. First, because the approach includes several new processes and services, which will evolve as we learn what works, the service models will not exist in steady state in the early implementation phase. This makes it difficult to know which permutation of the model is associated with given observed outcomes. Second, some outcomes are observed in the longer-term, so within the pilot year, we will have a limited data to evaluate long-run performance. Third, the system intentionally targets services to clients in a systematic way and does not include a comparison group. This makes it difficult to evaluate which particular services and supports are most important for client success and means we cannot extrapolate causality from observed trends. However, engagement with providers and clients can help shed light on possible drivers of success to study further.



# Office of the County Administrator

1325 Pearl Street • Boulder, Colorado 80302 • Tel: 303-441-3525  
 Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • [www.BoulderCounty.org](http://www.BoulderCounty.org)

To: Boulder County Board of County Commissioners

From: Yvette Bowden, Assistant County Administrator

Cc: Jana Petersen, Erin Jones, Chris Krolick, Alison Ecklund

Date: April 23, 2024

RE: **Request approval of contract amounts for 2024 Economic Vitality Program Funding**

Staff is requesting the Board of County Commissioners consider and approve the following contract amounts for the 2024 Economic Vitality program. Historically, one entity from each county municipality is funded through the Economic Vitality Funding Program pool (total \$180,000), as well as organizations that function county-wide or across communities. Funding and funding process have supported a collaborative approach among the economic vitality organizations of Boulder County, many of which meet quarterly as the Boulder Regional Business Partners.

On February 27, 2024, the county provided organizations with 2024 grants application guidance and opened the window for applications through April 5, 2024. The Office County Administrator has solicited input on the evolving program and these grant award recommendations from the Office of Financial Management, OCA/Access Programs and Community Services/Workforce Development who are in favor of the 2024 recommended contract amounts are as follows:

Organization	Average Annual Funding 2018-2022	2023 Award	2024 Request	2024 Recommended Contract Amt*
Boulder Chamber of Commerce/BEC	\$47,000	\$45,000	\$50,000	\$50,000
E for All**	n/a (new)	\$0	\$50,000	\$5,000
Erie Chamber of Commerce	\$3,750	\$3,750	\$3,750	\$3,750
Lafayette Chamber of Commerce	\$15,000	\$15,000	\$0 (no application)	\$0
Latino Chamber of Commerce	\$12,000	\$18,000	\$50,000	\$20,000
Longmont Area Economic Council	\$34,900	\$38,000	\$50,000	\$38,000
Louisville Chamber of Commerce	\$15,000	\$19,000	\$21,000	\$15,000
Niwot Business Association*	\$2,325	\$0	\$0 (no application)	\$0
Peak to Peak	n/a (new)	\$0	\$10,000	\$2,500
Small Business Development Ctr (SBDC) Fdn	\$4,500	\$15,000	\$30,000	\$15,000
Superior Chamber of Commerce	\$3,750	\$0	\$15,000	\$5,000
Town of Lyons	\$8,000	\$11,000	\$38,000	\$10,000
Town of Nederland/Nederland Downtown Development Authority	\$6,000	\$7,000	\$50,000	\$7,000
<b>TOTAL</b>	<b>\$152,225</b>		<b>\$367,750</b>	<b>\$171,250</b>

\*Retaining \$8,750 pending potential for late/alternative submissions

\*\*New applicant/Recommendation contingent upon appreciation of County-specific initiatives of this statewide organization

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

This year, the county has asked each economic vitality partner to describe their activities that align with the Strategic Priorities of the Board of Boulder County Commissioners:

- **Economic Security and Social Stability** – The county recognizes the many economic challenges facing county residents, workers and businesses. Economic vitality organizations are urged to develop a direct connection to and collaboration with [Workforce Boulder County](#) (WfBC), including support for WfBC through marketing of WfBC’s services, cosponsored events, and other means, and programming that helps move people out of poverty and into sustainable quality employment through internships, education, and on-the-job training. In addition, the county has stressed the importance of supporting local business awareness efforts and small business support.
- **Climate Action and Environmental Stewardship** Boulder County residents and businesses were among the first in the country to implement programs like EnergySmart, BuildSmart, Colorado Commercial Property Assessed Clean Energy (CoPACE) financing, solar and electric vehicle (EV) bulk purchasing programs, and a host of other energy efficiency and clean energy initiatives. Despite local success, the scale of the climate crisis warrants greater collective response. As part of this year’s funding process, applicants were asked to provide information on their own climate-related initiatives.
- **Good Governance** – Prominently including the Board’s commitment to Racial Equity and Inclusive Community engagement, the county remains focused on community resilience, transparency and responsible management/maintenance of public resources. We encourage organizations to address equity and inclusion and to explore how their efforts might leverage existing county efforts to serve the entire community.

Summaries of proposed program activities of each funded entity are included below.

Organization	Proposal
Boulder Chamber of Commerce/BEC	Workforce development initiatives, industry collaboration, support for existing businesses and startups, and economic research. New this year, the county and BEC will collaborate to update public facing information resources profiling the local economy and workforce characteristics (digital and print).
E for All	Statewide inclusive business support programs (funding for Boulder County support only)
Erie Chamber of Commerce	Events sponsorship (use of sustainable materials), local business promotion.
Latino Chamber of Commerce	Sector initiatives (landscaping electrification), MBE outreach and industry improvements.
Longmont Area Economic Council	Advance Longmont 2.0 initiative including 'no wrong door ecosystem' and industry relevant career pipelines for all Longmont residents
Louisville Chamber of Commerce	Events sponsorship, membership cultivation and promotion of small businesses.
Peak to Peak Chamber	Small business promotion/support in unincorporated areas of the county
Small Business Development Council (SBDC) Foundation	Partial funding for Paths to Entrepreneurship, outreach, and tech assistance for P2e
Superior Chamber of Commerce	New business AI education programs customized to the needs of diverse learners, including underrepresented and marginalized communities. This includes hands-on training sessions where businesses can learn and gain practical experience with AI tools relevant to their industry.
Town of Lyons	Partial funding for improved LED lighting infrastructure in downtown corridor
Town of Nederland/Nederland Downtown Development Authority	Business Grants and promotion

If and as approved by the Board, 2024 award notices and payments consistent with this recommendation would be processed in May. Staff thanks the Board for consideration of this recommendation and is available to answer questions.

## BOULDER COUNTY CONTRACT

SUMMARY	
<b>Contract Identification</b>	
Oracle Contract Number	303418
Contract Name	Hollar Tree Company - POS - BCPOS Tree and Shrub Maintenance
<b>County Information</b>	
Office or Department	Parks and Open Space
Division/Program	Recreation and Facilities
Mailing Address	5201 Saint Vrain Road, Longmont, CO 80503
Project Manager Name and Email	Cathy Thiltgen cthiltgen@bouldercounty.gov
Contact Name and Email	Rosa Brohm rbrohm@bouldercounty.gov
Office or Department Accounting Email	pospayables@bouldercounty.gov
<b>Vendor Information</b>	
Vendor Legal Name	Hollar Tree Co. LLC
Vendor d/b/a	N/A
Vendor Business Address	10050 Empire Road, Louisville, CO 80027
Vendor Mailing Address	10050 Empire Road, Louisville, CO 80027
Vendor Signer Name and Email	Logan Hollar logan@hollartree.com
Vendor Contact Name and Email	Logan Hollar logan@hollartree.com
Vendor Invoicing Email	logan@hollartree.com
<b>Contract Dates</b>	
Authorization to Start Work	Informal Project Bid May be Required
End Date	12/31/2028
<b>Contract Amount</b>	
Contract Not to Exceed	\$ 2,000,000.00
<b>Contract Documents</b>	
<input checked="" type="checkbox"/> Exhibit A: Insurance Requirements <input checked="" type="checkbox"/> Exhibit B: Scope of Work and Fee Schedule <input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements <input type="checkbox"/> Exhibit D: _____ <input type="checkbox"/> Exhibit E: _____ <input type="checkbox"/> Exhibit F: _____	

*Approved for use September 2023*

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

<b>Purchasing Details – County Internal Use Only</b>	
Grant funded	No
If no Bid Number, bid process used	Bid Number Provided (award info attached in supporting documents)
Bid Number (if awarded)	SOQ-007-23
Award Date (if awarded)	01/23/2024
Project #	N/A
Does this include new FTE's or require additional budget approval?	No
Highest Annual Contract Amount	<b>\$ 400,000.00</b>
<b>Accounting Details</b>	

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 Parks and Open Space ("County") and Hollar Tree Co. LLC ("Contractor" or "Vendor"). County and Contractor are each a "Party," and collectively the "Parties."

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

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

2. Authorization to Start Work:

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.

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

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

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

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

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

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

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

*Approved for use September 2023*

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

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

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

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

13. Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Approved for use September 2023*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[Signature Page to Follow]**

*Approved for use September 2023*

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

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

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

## Exhibit B Scope of Work BCPOS Tree Maintenance

Pursuant to SOQ-007-23, Contractor has the capacity and experience provide tree pruning and trimming, tree felling and thinning, debris chipping, stump removal, stump grinding, herbicide spraying and tree health care for trees located on open space lands.

Contractor has met and will maintain for the term of the contract the following minimum qualifications and meet the outlined standards:

Contractor must have a certified arborist perform all tree and shrub pruning and removals.

Professional tree work shall be done according to industry standards as outlined in International Society of Arboriculture (ISA) Tree Pruning Guidelines or the most recent Approved American National Standard (ANSI) A300 Pruning Standards and ANSI Z133 Safety Standards.

Contractor will be licensed with the State of Colorado, Agriculture Commercial Pesticide Program and adhere to all safety precautions and signage.

Contractor work will conform to the Manual on Uniform Traffic Control Devices (MUTCD) for safe traffic control.

All personnel for Contractor performing tree removal work within ten (10) feet of an electrical hazard shall have Electrical Hazard Awareness Program (EHAP) training and be able to identify line voltage for the appropriate minimum approach distance (MAD).

Contractor will have familiarity with understanding and implementing the American National Standards Institute (ANSI) Safety Requirements for Arboricultural Operations, Z133-2012 (or later).

Contractor will have at least one (1) International Society of Arboriculture (ISA) Certified Arborist onsite to lead all tree felling/pruning operations.

All subcontracted work shall be performed under the supervision of an ISA Certified Arborist for all operations

Contractor arborists will be familiar with all components of safe felling and rigging practices, including hazard identification, working-load limits for all rigging equipment, green-wood weight estimation, proper rigging point identification, and audio and visual communication procedures.

When specified projects are identified, the County will solicit informal bids from qualified contractors and contractor will provide pricing at that time.



# Risk Management

1325 Pearl Street • Boulder, Colorado 80302 • 303.441.3801

Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • [www.bouldercounty.gov](http://www.bouldercounty.gov)

## EXHIBIT A Insurance Requirements

Contract Name: SOQ BCPOS Tree Maintenance

Oracle Number (Amendments):

**Insurance:** Prior to commencing the **Work**, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this 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**.

a. **Boulder County as Additional Insured:** Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

**THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS:** *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. **Notice of Cancellation:** Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. **Insurance Obligations of County:** County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. **Deductible:** Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. **Primacy of Coverage:** Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. **Subrogation Waiver:** All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. **Requirements:** For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

**Commercial General Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

**Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

**Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

**Professional Liability (Errors and Omissions)**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**Certificate Of Completion**

Envelope Id: BD74BDE99052448EB06F2C89AAA9D27F	Status: Sent
Subject: OFS # 303418; 5-year Service Contract; Hollar Tree Co. LLC; \$2,000,000.00 NTE	
Type of Document: BOCC Signed Contract	
Department/Office: Parks and Open Space	
Source Envelope:	
Document Pages: 13	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator: Rosa Brohm 2025 14th St Boulder, CO 80302 rbrohm@bouldercounty.org
Enveloped Stamping: Enabled	IP Address: 147.154.25.18
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	

**Record Tracking**

Status: Original 4/12/2024 10:06:12 AM	Holder: Rosa Brohm rbrohm@bouldercounty.org	Location: DocuSign
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**Signer Events**

Signature	Timestamp
Logan Hollar logan@hollartree.com Owner, Hollar Tree Co LLC Security Level: Email, Account Authentication (None)	Sent: 4/12/2024 10:17:01 AM Viewed: 4/14/2024 8:41:49 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Therese Glowacki  
tglowacki@bouldercounty.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Matthew Ramos  
38095@bouldercounty.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ashley Stolzmann  
37477@bouldercounty.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Matthew Ramos  
38095@bouldercounty.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cathy Thiltgen  
cthiltgen@bouldercounty.org  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	4/12/2024 10:17:02 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>

## NON-PROCUREMENT DOCUMENTS ONLY

**ROUTING COVER SHEET**

<b>Document Details</b>	
<b>Document Type</b>	Revenue Contract
<b>Parties</b>	
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Sheriff
Division/Program	Jail
Mailing Address	3200 Airport Rd, Boulder CO 80301
Contract Contact	Tim Oliviera; toliviera@bouldercounty.gov
Invoice Contact	sheriffinvoices@bouldercounty.gov
<b>Other Party Contact Information</b>	
Name	City of Boulder
Mailing Address	1777 Broadway, Boulder CO 80306
Contact 1- <i>Name, title</i>	Nick Haupt
Contact 1- <i>email</i>	hauptn@bouldercolorado.gov
Contact 2	
<b>Term</b>	
Start Date	5/1/2024
Expiration Date	10/31/2024
<b>Brief Description of Work/Services Provided</b>	
Sheriff's Office shall supply a Crew Boss and Work Crew to the City	
<b>Revenue Contract/Lease Details</b>	
Amount	\$33,173
Fixed Price or Not-to-Exceed?	Not-/to-Exceed
<b>Grant Details</b>	
Award # (if any)	
Signature Deadline	

## NON-PROCUREMENT DOCUMENTS ONLY

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

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)

\_\_\_\_\_ **Finance** (if required)

CW \_\_\_\_\_ **EO/DH** (if required)



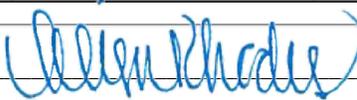
**STANDARD**

**Contract Routing Cover Sheet**

Please print and attach to your document

You can view the status of your contract using the [Contract Tracking Status Page](#).

<b>Routing Number</b>	20240131-1605		
<b>Originating Dept</b>	Parks & Recreation		
<b>Contact Person</b>	Rosa Kougl/Exec Assistant	<b>Phone Number</b>	3034137223
<b>Project Manager / Contract Administrator</b>	Nick Haupt	<b>E-mail</b>	hauptn@bouldercolorado.gov
<b>Counter Parties</b>	City of Boulder Crew Boss		
<b>Contract Title / Type</b>	Cooperative agreement for the provision of services		
<b>Number</b>			
<b>Description</b>	Sheriff's Office supplying a Crew Boss and Work Crew to the City for a period of eleven weeks beginning in May 2024 and continuing through October 2024. <b>The City signs first</b>		
<b>Special Instructions</b>			
<b>Amount</b>	Varies	<b>Expense Type</b>	OUTGOING

• Dept. Head Signature 

**NOTE; Originating Department:** Identify with a check mark all areas document needs to be routed.

- Purchasing \_\_\_\_\_
- Budget \_\_\_\_\_
- Sales Tax \_\_\_\_\_
- ✓ CAO AF \_\_\_\_\_
- ✓ City Manager \_\_\_\_\_
- Central Records \_\_\_\_\_

**PARKS & REC WILL GET THE FULLY EXECUTED VERSION TO CENTRAL RECORDS TO SCAN INTO LASERFICHE.**

## INTERAGENCY COOPERATIVE AGREEMENT

This INTERAGENCY COOPERATIVE AGREEMENT is between the Boulder County Board of County Commissioners, a body corporate and politic, for the benefit of the Boulder County Sheriff's Office, and the City of Boulder, Colorado, a home rule municipality ("City"). The City and the Boulder County Board of Commissioners, and the Boulder County Sheriff's Office may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

**Whereas**, C.R.S. § 29-1-203 permits governments to enter into cooperative agreements for the provision of services; and

**Whereas**, the City requires the assistance of the Boulder County Sheriff's Office to provide jail inmate Work Crews and for cleaning and maintenance of City properties; and

**Whereas**, Work Crews need to be supervised by Sheriff's Office Crew Bosses; and

**Whereas**, the City's needs for work crews exceed the County's available resources; and

**Whereas**, the addition of another County Crew Boss to oversee additional Work Crews would meet the City's needs to provide cleaning and maintenance of City properties; and

**Whereas**, the interests of the public are best served by the City funding a dedicated Crew Boss to oversee Work Crews on City cleaning and maintenance projects;

**Now, therefore**, the County of Boulder through its Sheriff's Office and the City hereby agree as follows:

- 1 The Sheriff's Office shall supply a Crew Boss and Work Crew to the City for a period of eleven (11) weeks, beginning on May 1, 2024 and continuing through October 31, 2024 ("Term").
2. The Sheriff's Office shall supply the Crew Boss and Work Crew during the Term, upon request and based on the availability of community worker and or work crew inmates for eleven (11) weeks, at a rate of \$1,442.31 per week, not to exceed \$33,173.00 in total for the Term.
3. The Crew Boss and Work Crew shall work a minimum of four (4) ten (10) hour days per week, May 1, 2024 through October 31, 2024, except holidays that fall in the Monday-Friday work week, and which may include weekends. Actual on-site work may be less than ten (10) hours per day.
4. The Crew Boss shall be an employee of Boulder County, and shall be treated as such for federal, state tax and unemployment or workers' compensation purposes, for supervision, and for all other employment purposes. The Crew Boss shall be

the principal person responsible for supervising the Work Crew; the City shall not be responsible for preventing escape or any harm caused by the Work Crew.

5. The Sheriff's Office shall provide the Work Crew with all basic tools including Personal Protection Equipment (PPE) necessary for all cleaning or maintenance projects. The City shall specify to the Crew Boss the work to be done. Should a specific project require specialized tools or PPE, the City shall provide those tools to the Work Crew.
6. The Parties anticipate that the Work Crews under this agreement will work on projects involving the City's Parks and Recreation.
7. The Sheriff's Office shall be responsible for supplying a vehicle and trailer for use by the Crew Boss. When necessary, a portable toilet will be transported by the Sheriff's Office to the work site.
8. The City shall be responsible for site safety while the Work Crew is on the project site and will follow its adopted safety procedures. The City shall provide training to any participating inmates and the Crew Boss so that they are proficient in the City's safety procedures at work sites. If, for any reason, the Crew Boss or Work Crew determine the project site is unsafe or the work to be performed presents risks, the Crew Boss or Work Crew may refuse to perform the work unless and until suitable alternative arrangements or safety precautions may be implemented.
9. In the event crews must be cancelled due to unforeseen circumstances, the Sheriff's Office agrees to schedule make-up dates based on the availability of staff and inmate crews.
10. If make-up dates are not possible, the Sheriff's Office agrees to refund the City for the number of days cancelled.
11. An invoice shall be submitted to by the County to the City in October 2024 for the work completed through the Term stated in his Agreement, and The City shall pay the County the full amount due within thirty (30) days upon receipt of the invoice for all work completed.
12. No later than ninety (90) days from the expiration of this Agreement, the Parties shall express their intent to renew this Agreement. Any amendments or modifications to this Agreement shall require the written consent of both Parties.
13. Nothing in this Agreement shall be construed in any way to be a waiver of either Party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended. Enforcement of the terms and conditions and all rights and obligations of this Agreement are reserved to the Parties and the

Boulder County Sheriff. Any other person receiving services or benefits under this Agreement is an incidental beneficiary only and has no rights under this Agreement.

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

<b>SIGNED for and on behalf of Boulder County</b>		<b>SIGNED for and on behalf of the City of Boulder</b>	
Signature:		Signature: 	
Name:		Name: Nuria Vandermyde-Rivera	
Title:		Title: City Manager	
Date:		Date: 04/08/2024	
Signature:		ATTEST: 	
Name: Ashley Stolzmann		Attestor Name: Elesha Johnson	
Title: Chair, Board of County Commissioners		Title: City Clerk	
Date:		APPROVED AS TO FORM: City Attorney's Office	
↓↓For Board-signed documents only↓↓		Signature: 	
Attest:		Date: 4/5/2024	
Attestor Name: Matthew Ramos		Initials	
Attestor Title: Clerk to the Board			

**Approved as to Form:**

*Kate Haywood* with city signature

**Certificate Of Completion**

Envelope Id: 376A833FF3314E73A247C5059B83E316	Status: Sent
Subject: 2024 City of Boulder Crew Boss agreement with BCSO-Jail	
Type of Document: BOCC Signed Contract	
Department/Office: Sheriffs Office	
Source Envelope:	
Document Pages: 7	Signatures: 0
Certificate Pages: 2	Initials: 2
AutoNav: Enabled	Envelope Originator: Pamela Thompson 2025 14th St Boulder, CO 80302 pthompson@bouldercounty.org IP Address: 97.107.70.37
Enveloped Stamping: Enabled	
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	

**Record Tracking**

Status: Original 4/12/2024 9:27:30 AM	Holder: Pamela Thompson pthompson@bouldercounty.org	Location: DocuSign
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**Signer Events**

Signer	Signature	Timestamp
Pamela Thompson pthompson@bouldercounty.org Paralegal Sheriff / Operations Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 97.107.70.37	Sent: 4/12/2024 9:46:00 AM Viewed: 4/12/2024 9:46:11 AM Signed: 4/12/2024 9:50:09 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Vladimir Ryazanov ca@bouldercounty.org Boulder County Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 72.42.81.86	Sent: 4/12/2024 9:50:13 AM Viewed: 4/12/2024 10:35:48 AM Signed: 4/12/2024 10:36:32 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carey Weinheimer cbweinheimer@bouldercounty.org Undersheriff Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 73.153.172.186 Signed using mobile	Sent: 4/12/2024 10:36:34 AM Viewed: 4/14/2024 7:41:42 PM Signed: 4/14/2024 7:42:33 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Pamela Thompson pthompson@bouldercounty.org Paralegal Sheriff / Operations Security Level: Email, Account Authentication (None)		Sent: 4/14/2024 7:42:36 PM Viewed: 4/15/2024 8:47:46 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Matthew Ramos  
 38095@bouldercounty.org  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Ashley Stolzmann  
 37477@bouldercounty.org  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Matthew Ramos  
 38095@bouldercounty.org  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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tim oliveira  
 toliveira@bouldercounty.org  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Sheriff Accounting Group  
 sheriffaccounting@bouldercounty.org  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/12/2024 9:46:00 AM
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Payment Events	Status	Timestamps
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## Boulder County Hazard Mitigation Update Report 2023

For credit under the Community Rating System, this report must be distributed to the media and be made available to the public. Notification of the availability of the report will be sent to the media that cover Boulder County via a press release. Copies of this report and the 2022 Plan Update are available for review at the Office of Disaster Management for the City of Boulder & Boulder County or on the website (BoulderODM.gov).

For this mitigation plan, goals were defined as broad-based public policy statements that:

- Represent basic desires of the community.
- Encompass all aspects of community, public and private.
- Are nonspecific, in that they refer to the quality (not the quantity) of the outcome.
- Are future-oriented, in that they are achievable in the future; and
- Are time-independent, in that they are not scheduled events.

Goals were defined before considering how to accomplish them so that the goals are not dependent on the means of achievement. Thus, implementation cost, schedule, and means are not considered in the goal statements which form the basis for objectives and actions that will be used as means to achieve the goals. Objectives define strategies to attain the goals and are more specific and measurable. During the 2022 plan update process, the HMPC reviewed the 2016 goals and objectives and concluded that the goals previously identified needed to be changed. A significant goal setting meeting developed new goals and the highlight is adding a climate change goal to the plan (Goal 5). The 2022 goals and objectives identified by the HMPC are listed below.

### **Goal 1: Reduce the Loss of Life and Personal Injuries from Hazard Events.**

- Continue to manage development in areas, including property acquisitions to remove development from hazardous locations, pursuing relocation/elevation actions for flood- at risk properties, and providing enforcement measures following disasters to ensure that all redevelopment and recovery activities follow existing development codes. Continue programs to further identify hazards including incorporating future uncertain climate predictions.
- Continue programs to further identify hazards including, but not limited to, flood after fire erosion, wildfire, wind, drought, debris flows, rock fall, etc. and assess risk associated. Provide timely notification and direction to the public of imminent and potential hazards.
- Provide timely notification and direction to the public of imminent and potential hazards, including installing rain gauges, soil saturation sensors and stream monitoring systems for early warning identification of pending flooding situations and debris flows. Continue public education programs to improve resident's ability to make informed decisions based on their hazard risks.
- Continue to manage development and mitigation efforts in hazard-prone areas.
  - Add Inclusivity and Affordable Housing, list such areas, identify, and prepare for impacts, and enhance early warning systems.
  - Add resiliency component and expand beyond flooding situations i.e., tornado and differentiate between detections versus warning.

### **Goal 2: Reduce Impacts of Hazard Events on Property, Critical Facilities/Infrastructure, and the Environment**

- Continue to manage development and placement of structures in hazard-prone areas, including applying land use regulations to minimize exposure to potential hazards and expanding current wildfire mitigation and defensible space programs on both public and private lands. Create incentives and continue to provide assistance for the public to

- mitigate hazards on their own property.
- Protect existing property to the extent possible through regulations, codes, education, cooperative agreements, hazard reduction projects, and other means. Continue to manage development and protect existing properties in hazard-prone areas through regulations to minimize exposure to potential hazards.
- Protect infrastructure and critical facilities to minimize loss of services following a hazard event including installation of backup generators and other vital infrastructure at critical county facilities.
- Create incentives for the public to mitigate hazards on their own property through education, cooperative land acquisitions, Elevation and relocation programs, Community Wildfire Protection Plans, TDRs and TDCs, and other means as they become available or are created. Restore natural function of environmental processes. Or restore the natural function of environmental processes.
- Continue to reduce flood losses through compliance with NFIP requirements; continue to comply with CRS requirements, where applicable (i.e., Boulder County, City of Boulder Longmont, and Louisville). NFIP is mandatory and CRS is not. Monitor progress and implement adaptive management as needed to incorporate new and improved best practices including those resulting from future uncertain climate predictions.

**Goal 3: Strengthen Intergovernmental Coordination, Communication, and Capabilities Regarding Mitigating Hazard Impacts**

- Promote planning efforts that foster cooperation and coordination among jurisdictions, agencies, and organizations involved in hazard mitigation.
- Establish and maintain processes and resources to incorporate mitigation and resiliency into recovery efforts following a hazard event.

**Goal 4: Improve Public Awareness and Preparedness Regarding Hazard Vulnerability and Mitigation**

- Enhance public education efforts regarding hazards and risk in Boulder County and the role of the public in mitigation.
- Continue engaging the public in hazard mitigation planning and implementation.
- Combine mitigation education efforts with existing governmental and nongovernmental outreach programs.
- Incorporate the most up to date climate predictions with all whole community mitigation programs and projects.

**Goal 5: Address Hazard Identification in the Context of Climate Change**

- Strive to identify and address common issues related to hazard mitigation and climate changes.
- Monitor the ever-changing environment and continue to identify new or changing hazards.
- Address hazard identification in the context of climate change.

Mitigation Action Title	Jurisdiction	Priority	Goals	Hazards	Status	
<b>Multi-Hazard Actions</b>						
<b>Boulder County</b>						<b>Update</b>
Mechanical Treatment of Boulder County Parks and Open Space Forests	Boulder County Parks & Open Space	High	Goal 2	Wildfire	In Progress	BCPOS Forestry staff treated approximately 116 acres at Hall Ranch as part of the COSWAP funded St. Vrain Forest Health Partnership. In addition, 10 acres were thinned by the BCSO Fire Crew at Sherwood Gulch, and in-house operations completed 2 acres of patch cuts at Reynolds Ranch.
Restoration of Fire as an Ecological Process within Boulder County Parks and Open Space Forest	Boulder County Sheriff & Parks and Open Space	Medium	Goal 2	Flood, Debris Flows & Wildfire	In Progress	Under guidance of BCPOS Forestry, and BCSO Fire Management burned across several County properties in 2023. 50 acres were treated at Hall Ranch in the fall, and 40 machine piles burned at Sherwood/Caribou Ranch. Project were all dependent on weather/fuels conditions.
Fire Management within the Boulder County Parks and Open Space (BCPOS) System	Boulder County Sheriff & Parks and Open Space	Medium	Goal 2	All Hazards	In Progress	In addition to the completed work done listed above BCSO Fire Management was also able to complete a handful of ditch and agricultural burns along BCPOS easements in eastern Boulder County. There was one wildfire at Walker Ranch Open Space this year which was caused by lightning. Fire was caught at about .1 of an acre.
Landscape Restoration and Climate Change Adaptation	Boulder County Parks & Open Space	Medium	Goal 2	All Hazards	In Progress	In addition to the 116 acres of open space forest restoration of the COSWAP project described above. BCPOS staff oversaw the rest of the COSWAP grant which completed 304 acres of treatments on City of Longmont land and private land. Approximately 1 acre at Williams-Merlin and 1.5 acres at Caribou-Mud Lake were direct seeded with about 50,000 limber pine seeds, to promote limber pine on the landscape. In addition, limber pine seed collected from trees on Boulder County Open Space was sent off to nurseries to grow approximately 2,000 seedlings for planting in 2024. These trees will be used to restore limber pine that is species of special concern in Boulder County. Planting 824 willow poles, shrubs, and pollinator plants to restore 850' of shoreline at Twin Lakes.

						<p>Seeding 3.5 acres and planting 784 alkali tolerant plants at Little Gaynor Lake to reduce bare soils.</p> <p>Planting 585 container plants along the St. Vrain at the Niwot Ditch Diversion project for floodplain and PMJM habitat and seeded 1.5 acres of upland habitat.</p> <p>Working with contractors to seed nearly 40 acres at the Lyons quarry on Hall 2, including 9 acres of floodplain.</p> <p>Assisted Public Works with seeding and planting of wetland plugs at a wetland mitigation project at Hwy. 287 and Isabelle Road.</p> <p>Cut and treated 1,043 non-native trees (crack willow, Russian olive, Siberian elm, and black locust across multiple riparian restoration sites.</p> <p>Soil Health Grant Program gave out \$200,000 to 19 tenants improving management on 3100 acres of land through application of compost &amp; biochar, planting of cover crops, integrating livestock and reducing tillage practices.</p> <p>Soil Revolution Conference hosted 215 in-person registrants for a conference focused on plant diversity and their relation to nutrition for livestock, building soil health with fungal-rich compost, fine tuning soil health practices and application, building climate resilience with soil health, and farm economics and good financial habits.</p>
Research and Monitoring the Health and Resiliency of Boulder County Parks and Open Space (POS) Forest and the impact of POS Management	Boulder County Parks & Open Space	Medium	Goal 2	Flood, Debris Flows & Wildfire	In Progress	<p>Installed and monitored 25 transects across 3 Significant Natural Communities to capture a baseline health assessment.</p> <p>Continued monitoring of extreme rain events as they may cause effects to Heil Valley Ranch which burned in 2020.</p>
Boulder County Wildfire Mitigation Requirements for New Homes and Remodels	Boulder County Community Planning & Permitting, Wildfire Partners	Medium	Goal 1, 2, & 4	Wildfire	In Progress	<p>Boulder County is working on an update of its building code related to wildfire mitigation requirements for new homes and remodels, following the geographic expansion of these requirement to include the entire county in 2022. In 2023, our team of Wildfire Mitigation Specialists helped 27 new home, 52 addition, and 23 deck permits perform the required wildfire mitigation, conducting on-site assessments and inspections and</p>

						providing on-going technical assistance and oversight. The team completed 43 assessments for individuals applying for short-term and vacation rental licenses in 2023. To date, we have performed 143 Wildfire Partners assessments specifically for these rental licenses. The wildfire mitigation team is also responsible for reviewing planning dockets for possible ways to mitigate the risk of loss of life and property from wildfires. The wildfire mitigation team provided 80 planning docket referrals in 2023
Boulder County Wildfire Partners and Defensible Space	Boulder County Community Planning & Permitting, Wildfire Partners	High	Goal 1, 2, & 4	Wildfire	In Progress	In 2023, Boulder County used grant funds from the Colorado Forest Service to support our voluntary home assessment program in the western portion of the county. In 2023, Wildfire Partners completed 404 total assessments and issued 243 Wildfire Partners Certificates.
Boulder County Wildfire Partners and Grinder	Boulder County Community Planning & Permitting.	Medium	Goal 1, 2, & 4	Wildfire	In Progress	Boulder County Parks and Open Space staff continue to implement free community grinding projects.
Boulder County Forest Health Education and Outreach Program	Boulder County Community Planning & Permitting.	Medium	Goal 1, & 4	Wildfire	In Progress	In addition to recruiting new participants and conduction assessments and inspections in the field, staff provide on-going education and outreach for the more than 3,000 participants in the program. Wildfire Partners sends a monthly newsletter and regular updates and communications to 2,334 partners via email and social media postings. Staff developed new technological tools and administrative systems to increase data accuracy, decrease response time, and increase staff productivity. Implementation of these automation activities will reduce the staff time needed to assist participants by approximately 55%. Wildfire Partners also worked to switch our home assessment app and report to ESRI's Survey123 to improve efficiency and program administration.
May Wildfire Awareness Month	Boulder County Community Planning & Permitting.	Medium	Goal 1, 2, 3, & 4	Wildfire	In Progress	Wildfire Partners is launching a public awareness campaign and rebate program in May and June. We have received a FEMA HMGP grant to help fund the campaign. We redesigned the Wildfire Partners website and logo.

						<p>We have hired consultants to develop the campaign and administer the rebate program.</p> <p>For May Wildfire Awareness Month, we are also launching our Youth Helping Vulnerable Individuals and Communities Campaign. Wildfire Partners has worked with TEENS Inc. and Mile High Youth Corps to provide free mitigation services to residents in need. We received a \$75,000 grant from the Fire Adapted Communities Learning Network to hire a coordinator for this program and offer 20 weeks for free mitigation services to vulnerable individuals and communities in collaboration with TEENS Inc., and Mile High Youth Corps.</p>
Boulder County Community Chipping Program	Boulder County Community Planning & Permitting.	Medium	Goal 1 & 4	Wildfire	In Progress	<p>Boulder County has had a chipping program since 1993. With funding from the Wildfire Mitigation Tax, we expanded the program and now offer free chipping service to all residents in Boulder County (incorporated and unincorporated areas) with a minimum of five participating residents. Boulder County hired a chipping coordinator in June and launched the program in August. In 2023, 53 applications were approved, 472 homes participated, and approximately 2,173 cubic yards of slash material was hauled away during this short season. The program and its six chipping contractors received fantastic reviews from happy participants—obtaining an average of 4.8 out of 5 stars.</p>
Acquisition of Flood-prone Properties	Boulder County Community Planning & Permitting.	Medium	Goal 1 & 2	Flood	In Progress	<p>The county’s “Floodplain Partners” program (funded by a 2020 FMA Advance Assistance Grant) determined that it was not feasible to establish an annual Flood Mitigation Assistance (FMA) grant program for property acquisition. However, the county will pursue acquisition of flood-prone properties as opportunities arise. In 2023, no flood-prone properties were acquired.</p>
Elevation of Flood-prone Structures	Boulder County Community Planning & Permitting.	Medium	Goal 1 & 2	Flood	In Progress	<p>The county’s “Floodplain Partners” program (funded by a 2020 FMA Advance Assistance Grant) determined that it was not feasible to establish an annual Flood Mitigation Assistance (FMA) grant program for structure elevation. However, the county continues to work with property</p>

						owners on the elevation of existing structures. In 2023, the county focused on working with a manufactured home community to elevate Substantially Damaged structures, but no structures have been elevated yet.
Integration of Land Use and Mitigation Plans	Boulder County Community Planning & Permitting.	Medium	Goal 1, 2, 3 & 4	Flood, Wildfire, Landslide, and other Geologic Hazards	In Progress	This is an ongoing effort, as the Code and Comprehensive Plan are updated over time integrating hazard mitigation into these documents occurs. The county has a current effort underway to rezone the intensive zone districts in the flood prone areas around Lyons. Upcoming efforts to update the Comprehensive Plan include updating the Natural Hazards element.
Debris Flow / Landslide Early Detection and Warning System	Boulder ODM.	High	Goal 1 - 5	Flood, Wildfire, Landslide, and other Geologic Hazards	In Progress	A pilot study was implemented in 2022-2023 to install and upload soil moisture monitoring feeds for access in the Vieux/AEM Vflo alerting platform for Fourmile Creek and Geer Creek watersheds. Alerts were set up to indicate if soil moisture exceeded 70%. These alert levels were not reached/triggered but daily soil moisture reports were received and monitored in association with rainfall (predicted and actual) and stream flow elevations (predicted and actual). The County will revisit this system in 2024 and decide if further County-wide investment beyond the pilot projects should be advocated.
Implementation of Watershed Master Plan Projects	Boulder County Parks and Open Space, Public Work's, and CP & P	High	Goal 1,2,3, & 4	Flood	In Progress	<< <i>Public Works is not involved in Watershed Master Plan Projects as Floodplain has move to CP&amp;P</i> >> POS has a consultant under contract to finalize the design and construction documents for restoration of South St. Vrain Creek at Hall Ranch 2 Open Space. In addition, the POS is partnering with The Watershed Center on a design-build creek restoration project further downstream along South St. Vrain Creek. Both projects were identified in the St. Vrain Creek Watershed Master Plan and included in the post-flood 30% creek restoration design funded by CDBG-DR. The goals of each project are to increase resilience, improve public safety, and enhance habitat values.  BCPOS continued work on Boulder Creek with Mile High Flood District to construct the Howell Ditch diversion to

						be more flood resilient and simultaneously restore a segment of the creek to improve ecosystem function. Construction will begin in 2024 or 2025.
Boulder County Community Forestry Sort Yards	Boulder County Parks & Open Space	Medium	Goal 1,2 & 3	Wildfire	In Progress	The CFSY program managed by BCPOS operated for 203 days last year and accepted 7,165 loads of material. Those loads consisted of approximately 857 tons of slash, 346 tons of wood, 121 tons of chips, and 200 tons of yard debris. 1,784 properties participated in the CFSY program in 2023.
Boulder County Youth Corps Forestry and Fire	Boulder County Parks & Open Space	Medium	Goal 1, & 2	Wildfire	In Progress	BCPOS Forestry Youth Corps and volunteers combined to thin approximately 10 acres of lodgepole pine regeneration in patch cuts at Reynolds Ranch.
Flood Hazard Studies and Flood Hazard Mapping	Boulder County Community Planning & Permitting.	Medium	Goal 1,2 & 5	Flood, Landslide Subsidence	In Progress	The Colorado Hazard Mapping Program (CHAMP) has been updating flood hazard information for streams most affected by the 2013 flood. In 2023, FEMA released revised Preliminary Flood Insurance Rate Maps (FIRMs) based on CHAMP data and appeals. The county then conducted two outreach meetings to inform residents of upcoming changes to the FIRMs. A Flood Hazard Study of Bullhead Gulch is also underway, led by Mile High Flood District and supported by the county. In 2023, the hydrology portion of the study was completed, and work began on the hydraulic analysis. The made its Fluvial Hazard Zone mapping (produced by the Colorado Water Conservation Board) available online and worked on making the data public.
Floodplain Management Program Updates and Flood Education/Outreach	Boulder County Community Planning & Permitting.	Medium	Goal 3, 4, & 5	Flood	In Progress	Implementation of the Resiliency Study continues. Floodplain regulations in the Land Use Code were updated in 2023 to prohibit camping the floodplains, clarify flood protection measures for agricultural structures, and other minor code updates. Floodplain outreach in 2023 included: two community meetings related to upcoming changes to Flood Insurance Rate Maps (FIRMs); a presentation to local realtors; and annual flood season mailings to all floodplain property owners.

						Also in 2023, the floodplain program completed their Community Rating System 5-year cycle visit, maintaining Class 4 status.
Incorporate identified resiliency actions including projects, policies, and programs into transportation plans, codes, or standards	Boulder County Public Works and CP & P	High	Goal 1,2,3 & 4	All Hazards	In Progress	This is a perpetual effort on the part of CPP, as the Building Code, Land Use Code and Comprehensive Plan are updated over time integrating hazard mitigation and resiliency into these documents. For example, Boulder County has historically had stringent Building Code requirements related to the wildfire risks in the mountainous areas of Boulder County. After the Marshall Fire, Boulder County focused some attention on the ignition resistance requirements for exterior materials in the plains. As a result of this effort, and in alignment with the latest industry research on the subject, we expanded the requirements and have dramatically reduced the vulnerability of new homes to wind-bourn embers in the plains of Boulder County. Public Works is updating the Multimodal Transportation Standards in 2024 and will include resiliency components in the new document.
Replace or Upsize Structures to Improve Resilience	Boulder County Public Works	High	Goal 2	Flood or Dam Failure	In Progress	Structures are upsized as condition replacement is warranted. Proactive upsizing is not possible due to funding reductions.
Sugarloaf Rd improvements	Boulder County Public Works	High	Goal 2	Landslide	In Progress	Project Completed in 2023.
Continue Involvement in Climate Adaptation Planning Process	Boulder ODM / BOCC	Medium	Goal 1,4 & 5	All Hazards	In Progress	Maintaining the relationship and supporting initiatives as ODM is needed.
Community Hazards Education and Preparedness Plan	Boulder ODM	Medium	Goal 1,3, & 4	All Hazards	In Progress	Implemented virtual and in person trainings throughout the year. Develop new preparedness programs related to alert and warning, evacuations, risk profiles and protective measures to take.
Wildfire Partners – Eastern County Expansion Program	Boulder County Community Planning & Permitting.	High	Goal 1-5	Wildfire	In Progress	Supporting CWPP efforts as a focus on the Eastern county is in development. Working with fire departments to develop conflagration management plans.
Prince Lake No. 1 Dam Rehabilitation	Boulder County Parks & Open	High	Goals 1 & 2	Dam Failure	In Progress	Design of the rehabilitation project is complete and has been approved by the State Engineer. An HMGP grant

	Space (owner) Partner: Dam Safety Branch, Division of Water Resources, Department of Natural Resources, State of Colorado					application has been submitted to FEMA through DHSEM. Anticipating starting construction in 2024 or 2025 with a duration of about 8 months. This project will greatly reduce flood risk downstream of the dam.
Off-Channel Water Body Hazard Mitigation and Resiliency Measures on Open Space	Boulder County Parks & Open Space, Public Works and Community Planning & Permitting.	Medium	Goal 2	Flooding and Erosion	In Progress	This mitigation focus is within Parks and Open Space and does not require involvement of Public Works. Work continues to reservoirs along St. Vrain Creek on POS lands impacted by 2013 flood. In 2023, boundary fencing was installed to protect infrastructure and project's LOMR was approved by FEMA. Operations & maintenance agreements is being finalized that, for one, outlines emergency operations plan for reservoir-related structures owned by multiple entities. Basin-wide planning for future opportunities to increase resilience that incorporated off-channel water bodies continues with St. Vrain & Left Hand Water Conservancy District.

## NON-PROCUREMENT DOCUMENTS ONLY

**ROUTING COVER SHEET**

<b>Document Details</b>	
<b>Document Type</b>	Grant Agreement
<b>Parties</b>	
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Sheriff
Division/Program	Jail
Mailing Address	3200 Airport Rd, Boulder
Contract Contact	Tim Oliveira; toliveira@bouldecountry.gov
Invoice Contact	sheriffinvoices@bouldercounty.gov
<b>Other Party Contact Information</b>	
Name	Colorado Office of Behavioral Health
Mailing Address	3824 West Princeton Circle, Denver CO 80236
Contact 1- <i>Name, title</i>	Athene Pappos, Contracts Administrator III
Contact 1- <i>email</i>	athene.pappos@state.co.us
Contact 2	
<b>Term</b>	
Start Date	7/1/2024
Expiration Date	6/30/2025
<b>Brief Description of Work/Services Provided</b>	
Jail Based Behavioral Services (JBBS) grant agreement - Amend #4	
<b>Revenue Contract/Lease Details</b>	
Amount	
Fixed Price or Not-to-Exceed?	
<b>Grant Details</b>	
Award # (if any)	25 IBEH 188957
Signature Deadline	

## NON-PROCUREMENT DOCUMENTS ONLY

Project/Program Name	
Project/Program Start Date	
Project/Program End Date	
Capital or Operating?	
<b>Grant Funding</b>	
Amount: Federal Funds	
Amount: State Funds	\$1,041,549.00
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
<b>Total Project Budget</b>	
Account String	
<b>Federally Funded Grants</b>	
Federal Program Name	
CFDA #	
<b>Subrecipients</b>	
Name(s)	
Services to be Provided	
Subaward Amount	
<b>Subcontractors</b>	
Name(s)	
Services to be Provided	
Subcontract Amount	
<b>FileNet Contract Details</b> - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	
Start Date	
End Date	
Amount	

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)

## BOULDER COUNTY CONTRACT

SUMMARY	
<b>Contract Identification</b>	
Oracle Contract Number	303397
Contract Name	Via Mobility Services - CPP - Boulder County Public Transit Services
<b>County Information</b>	
Office or Department	Community Planning and Permitting
Division/Program	Transportation Planning
Mailing Address	P.O. Box 471, Boulder, CO 80306
Project Manager Name and Email	Alex Hyde-Wright, ahyde-wright@bouldercounty.gov
Contact Name and Email	Alex Hyde-Wright, ahyde-wright@bouldercounty.gov
Office or Department Accounting Email	cppinvoices@bouldercounty.gov
<b>Vendor Information</b>	
Vendor Legal Name	Via Mobility Services
Vendor d/b/a	
Vendor Business Address	2855 63rd St, Boulder, CO 80301
Vendor Mailing Address	2855 63rd St, Boulder, CO 80301
Vendor Signer Name and Email	Frank Bruno, fbruno@viacolorado.org
Vendor Contact Name and Email	Frank Bruno, fbruno@viacolorado.org
Vendor Invoicing Email	lmarshall@viacolorado.org
<b>Contract Dates</b>	
Authorization to Start Work	Only Upon Issuance of a Task Order
End Date	12/31/2028
<b>Contract Amount</b>	
Contract Not to Exceed	\$ 4,607,599.12
<b>Contract Documents</b>	
<input checked="" type="checkbox"/> Exhibit A: Insurance Requirements <input checked="" type="checkbox"/> Exhibit B: Scope of Work and Fee Schedule <input checked="" type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements <input checked="" type="checkbox"/> Exhibit D: FTA Master Contract _____ <input type="checkbox"/> Exhibit E: _____ <input type="checkbox"/> Exhibit F: _____	

*Approved for use September 2023*

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

<b>Purchasing Details – County Internal Use Only</b>	
Grant funded	Yes - Funds available currently
If no Bid Number, bid process used	Bid Number Provided (award info attached in supporting documents)
Bid Number (if awarded)	RFP-016-23
Award Date (if awarded)	2/20/2024
Project #	
Does this include new FTE's or require additional budget approval?	No
Highest Annual Contract Amount	<b>\$ 1,040,838.75</b>
<b>Accounting Details</b>	

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

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

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

2. Authorization to Start Work:

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

*Approved for use September 2023*

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

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

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

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

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

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

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

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

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

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

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

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

13. Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[Signature Page to Follow]**

*Approved for use September 2023*

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

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

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

# **Via Mobility Services Contract (\$4,607,599.12)**

**Requesting approval of Via Mobility Services contract to operate the Lyons Flyer and Ride Free Lafayette bus routes.**

**Alex Hyde-Wright**, Regional Multimodal Planning Division Manager, CPP

**Angel Bond**, Mobility for All Program Manager, CPP



## Questions received from the BOCC

"In the presentation on the item, I would like to see the documentation from the FTA that we have completed all steps to become a designated recipient and I would like to see the sources of funding associated with the project. Last I would like to see total expenses to date for these routes and total ridership numbers for these routes and for similar routes that RTD runs in the community."

# FTA Process



- In December 2023, FTA acknowledged that Boulder County completed all the necessary steps to become a direct recipient of FTA ARPA funds. See attached documentation.
- Boulder County began the procurement process in accordance with county and federal requirements to identify a transit service provider for the county's transit routes that would be funded with the FTA ARPA funds, including the Ride Free Lafayette on-demand service and the Lyons Flyer fixed route service.
- The BOCC adopted 2024 budget includes county and FTA ARPA funds to support operations of the Ride Free Lafayette and Lyons Flyer transit services.
  - County funds have been used to support operating costs for these routes through the completion of this procurement process and if this contract is approved with Via Mobility Services, then the FTA ARPA funds will be used to fund these services beginning in late April 2024 through the end of the contract term in 2028.
- Feb 20, 2024, BOCC approved the award of RFP-016-23 to Via Mobility Services to operate these transit services.

# Lyons Flyer

## Funding

- 2022: \$96,820.00 total cost (\$51,820.00 BoCo, \$45,000.00 RTD)
- 2023: \$127,413.76 total cost (\$60,026.57 BoCo, \$60,000.00 RTD, \$7,387.19 State)
- 2024: \$155,000.00 est. total cost (\$128,000.00 FTA, balance BoCo)

## Ridership

- 2022: 2,071 (partial year)
- 2023: 6,154
- 2024: 1,115 (through March)

## RTD Route “Y” Ridership

2019: 20,735 (Pre-Covid)

# Ride Free Lafayette

## Funding

- 2020: \$159,253.40 total cost (\$76,167.35 BoCo, \$83,086.05 DRCOG)
- 2021: \$332,065.80 total cost \$182,323.23 BoCo, \$149,742.57 DRCOG)
- 2022: \$441,391.08 total cost (\$300,809.02 BoCo, \$140,582.06 DRCOG)
- 2023: \$478,721.80 total cost (\$350,599.15 BoCo, \$118,496.25 DRCOG, \$9,626.40 State)
- 2024: \$628,658 total cost (\$256,000 BoCo, \$372,658 FTA)

## Ridership

- 2020: 3,189 (partial year)
- 2021: 15,250
- 2022: 16,514
- 2023: 16,046
- 2024: 3,751 (through March)

## RTD FlexRide Ridership – Pre-Covid

2019 Louisville: 9,196

2019 Superior: 10,101

# Requested Action from BOCC



Approve contract with Via Mobility Services for \$4,607,599.12 for operation of Lyons Flyer and Ride Free Lafayette routes from 2024-2028, including annual review to determine whether to extend

# Questions?

- **Alex Hyde-Wright**, Regional Multimodal Planning Division Manager, CPP
- **Angel Bond**, Mobility for All Program Manager, CPP

NO.	Topic	FTA Comments
1	Official Request Letter	<b>Complete – the letter was updated with correct POP – 3<sup>rd</sup> submittal</b>
2	Opinion of Counsel	Complete for ARP funds only – 1 <sup>st</sup> submittal <b><i>*Please be aware that if/when you decide to be a direct recipient for 5307, this process applies again.</i></b>
3	Authorizing Resolution	Complete for ARP and FY22 5307, will need revised for any other funding source – 1 <sup>st</sup> submittal
4	Financial Capacity Questionnaire	<b>Complete – Prior Audit concerns were addressed – 3<sup>rd</sup> submittal</b> <ol style="list-style-type: none"> <li>1. Question #3 - Need to describe how the County is addressing the material findings from your Audits. <ol style="list-style-type: none"> <li>a. 9/15/2023 - The prior information presented to FTA showed dates that the audit findings should have been resolved (7/2023), but nothing was submitted in this package to show that that was accomplished. Please send us that confirmation of audit closure. <ol style="list-style-type: none"> <li>i. 12/4/2023 – the 2021 Audit findings are resolved as noted in the 7/23 Corrective Action Plan based on information submitted on 11/17.</li> </ol> </li> </ol> </li> </ol>
5	Current Year Operating and Capital Budgets	<b>Complete – the budget including ARPA funds for 2024 was included in an email on 10/23/2023 – 3<sup>rd</sup> submittal</b>
6	Three Years of Single Audit Reports	<b>Complete – in 3<sup>rd</sup> Submittal</b> – Audits submittal complete, but information on Material Weaknesses shall be discussed in other submittal information as noted below: <ol style="list-style-type: none"> <li>1. A plan for resolving the material findings shall be submitted as part of your next submittal. <ol style="list-style-type: none"> <li>a. 9/15/2023 - Is there an updated Plan/document that resolves the Corrective Action Plan for 2021 Audit – the one submitted has completion dates 7/31/2023. <ul style="list-style-type: none"> <li>- #1 What is their plan to get the 2022 Audit in, in time? <ul style="list-style-type: none"> <li>• 12/4/2023 – Resolved, the 2022 Single Audit Report was submitted to FTA on 10/11/2023.</li> </ul> </li> <li>- #2 What’s the process for resolving accounts payables being recorded properly? <ul style="list-style-type: none"> <li>• In 12/15/23 Revised Financial Management Administrative Procedures document</li> </ul> </li> <li>- #3 What is the County’s process for preparing and reviewing that SEFA to ensure that expenditures are properly reported.</li> </ul> </li> </ol> </li> </ol>

		<ul style="list-style-type: none"> <li>In 12/15/23 Revised Financial Management Administrative Procedures document</li> </ul>
7	Policies and Procedures (14 areas)	<p><b>Complete – Please make required minor revisions to Procedures document</b> – no resubmittal necessary</p> <ol style="list-style-type: none"> <li><b>Complete</b> – Policies and Procedures are not in place for managing FTA Awards. There is no reference of 2 CFR 200, FTA Circular 5010, or FTA Circular 4220. 9/15/2023 – Repeat comment, these regulations are still not addressed. Comments were sent on 5/4/2023 on the Boulder County Grant Procedures document, the submittal in August did not address these issues. Please submit an updated policies or department level procedures document that addresses FTA grants.             <ol style="list-style-type: none"> <li>12/15/23 – Transit Award and Financial Management Administrative Procedures submitted on 11/17/23, updated on 12/15/23 with several fixes.</li> <li>These are “living documents” and can be revised as you work through grants management and knowing how your people will be actually doing this work, please keep up to date with that in mind in the future.</li> </ol> </li> <li>The general Boulder County policies note: <u>“Each Department or Office is responsible for financial compliance, reporting and programmatic grant management of all awarded federal, state and local grants. The Office of Financial Management Grants team is available to support departments, as needed.”</u> <ul style="list-style-type: none"> <li>Boulder County Transit Group needs to develop their own specialized Policies and Procedures based on the requirements of FTA’s programs (2 CFR 200, FTA C 5010 and FTA C 4220 and refer to the New Recipient Handbook that notes 14 areas that must be addressed). – 9/15/2023 - Repeat comment, no department level policies were submitted.</li> <li>Complete based on 12/15/2023 document</li> </ul> </li> </ol>
8	3-5 Year Financial Plan	Complete
9	Technical Capacity Questionnaire & Supporting Documentation	<p><b>Complete – Please make required minor revisions to Procedures document</b> – no resubmittal necessary</p> <ol style="list-style-type: none"> <li>Question #5 – Operating Services Oversight - please describe in detail the processes used to ensure the technical oversight of contractors and subrecipients providing operating services. 9/15/2023 – Repeat comment, a general county-wide subrecipient monitoring process was submitted but not a department-level meeting FTA requirements. Please submit an FTA subrecipient monitoring process.</li> </ol>

		<ul style="list-style-type: none"> <li>a. Department level Transit Award and Financial Management Administrative Procedures submitted on 11/17/23, updated on 12/15/23 with several fixes.</li> </ul> <ol style="list-style-type: none"> <li>2. Question #6 – Boulder County shall have policies and procedures which documents how they will oversee contractors and subrecipients and ensure they are in compliance with requirements, such as drug and alcohol testing, Title VI, etc. For example, the City of Boulder’s HOP service. Refer to CORTAP Manual. 9/15/2023 – Repeat comment. See CORTAP Manual page 18-1. <ul style="list-style-type: none"> <li>a. Resolved with 12/15/23 Procedures</li> </ul> </li> <li>3. Question #8 - Please provide details on how Boulder County will specifically conduct maintenance oversight of their contractors. 9/15/2023 – the question references CDOT’s Statewide Program for Small Agencies, please provide us a copy of this document. <ul style="list-style-type: none"> <li>a. Resolved with 12/15/23 Procedures</li> </ul> </li> <li>4. Question #10 – 9/15/2022 – FTA needs to see the final procurement policies and procedures with FTA requirements incorporated and how Boulder County will ensure they are followed. FTA recommends a supplemental FTA Procurement Policies as the current Policies do not reflect FTA requirements, see Procurement Policies section below. <ul style="list-style-type: none"> <li>a. Minor tweaks emailed on 12/7/2023 – no resubmittal necessary</li> </ul> </li> <li>5. Question #11 - Same comment as for Question #10 – need details and final document. 9/15/2023 – Recommend that Boulder County have FTA review the RFPs for services before they are published as current Procurement Policies do not reflect FTA requirements. <ul style="list-style-type: none"> <li>a. Complete</li> </ul> </li> </ol>
10	Organizational Chart	Complete
11	Procurement Procedures	Complete – Please make required minor edits to Transit Procurement Policies emailed on 12/7/2023 – no resubmittal necessary
12	Title VI Program Plan and Required Elements	Complete
13	DBE Program Plan (where applicable)	Complete
14	DBE Goal (where applicable)	Complete
15	ADA Policies and Procedures	Complete

16	EEO Plan (where applicable)	Not applicable – Boulder County is below the threshold based on what has been submitted
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**From:** [Belmont, Emma \(FTA\)](#)  
**To:** [Bracke, Kathleen](#)  
**Cc:** [Hyde-Wright, Alexander](#); [Bond, Angel](#); [Beckhouse, David \(FTA\)](#); [Gallegos, Tiffany \(FTA\)](#); [Zagal, Stephanie \(FTA\)](#); [Terwilliger, Cindy \(FTA\)](#); [MacDonald, Tracey \(FTA\)](#)  
**Subject:** [EXTERNAL] FTA's Review of Boulder County's 3rd Submittal  
**Date:** Thursday, December 21, 2023 12:59:27 PM  
**Attachments:** [FTA Comments 3rd Submittal Updated 12.2023.docx](#)  
[FTA Comments Boulder County Award and Financial Management Admin Procedures - Revised Dec15 2023.pdf](#)  
**Importance:** High

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Kathleen and Boulder County Team,

I am pleased to let you know that FTA has completed our review of the most recent submittal to FTA to become a Direct Recipient of FTA 5307 ARPA funds.

Please review the attached documents for required changes to the Administrative Procedures and Procurement documents. **We do not need to review these changes**, but please do make them. We recommend that you have your transit program staff update these procedures once they start overseeing grants, as they will have more specific processes that should be documented in case of staff turnover, but you haven't gone through that process yet to be familiar with exactly what they are.

In general, you will be working with Stephanie on the grant oversight side for the most part now, but if you have planning or pre-award questions, please don't hesitate to reach out to me.

Thank you and happy holidays!

Emma

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**From:** Bracke, Kathleen <kbracke@bouldercounty.gov>  
**Sent:** Friday, December 15, 2023 2:49 PM  
**To:** Terwilliger, Cindy (FTA) <Cindy.Terwilliger@dot.gov>; Belmont, Emma (FTA) <emma.belmont@dot.gov>; Beckhouse, David (FTA) <David.Beckhouse@dot.gov>; Zagal, Stephanie (FTA) <stephanie.zagal@dot.gov>; Gallegos, Tiffany (FTA) <Tiffany.Gallegos@dot.gov>  
**Cc:** Hyde-Wright, Alexander <ahyde-wright@bouldercounty.gov>; Bond, Angel <abond@bouldercounty.gov>  
**Subject:** Boulder County submittal of follow up information to FTA

**CAUTION:** This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Cindy, Dave, Emma, Stephanie, and Tiffany.

Please see our enclosed additional submittal materials per our recent meetings. We continue to appreciate all of the assistance that FTA staff is providing to help us complete the remaining documentation necessary for the new recipient process.

Enclosed along with our cover letter are updated administrative procedures documents, including revised Appendix B (Procurement), as well as the follow up information requested regarding the audit and related corrective action plans.

We are pleased to report that the Boulder County Commissioners have approved the county's 2024 budget, including the FTA ARPA funds. So now we are moving ahead with our hiring processes for the transit positions. We've updated our website per your request, and we're now in the midst of our RFP process for the county's transit services that will be funded by the FTA ARPA funds in 2024. Plus, we're working with the City of Boulder on the subrecipient agreement for the city transit services.

So lots of progress happening here, and we are looking ahead to next steps in the New Year!

Again, thank you all for your guidance to us and wishing you all the very best for the holiday season,

Kathleen

Kathleen Bracke, AICP

Deputy Director, Community Planning & Permitting- Transportation Planning

Email: [kbracke@bouldercounty.gov](mailto:kbracke@bouldercounty.gov)

Phone: 970.219.6765

[www.bouldercounty.org/transportation/multimodal](http://www.bouldercounty.org/transportation/multimodal)

-

Boulder County Community Planning & Permitting

Mailing Address: P.O. Box 471, Boulder, CO 80306

Direct: 970-219-6765 | Main: 303-441-3930



# Office of Financial Management

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

## Memorandum

**Date:** 4/10/24  
**To:** Ramona Farineau - Chief Financial Officer  
**From:** Emily Beam - Budget Officer  
**Subject:** FY24 Budget Amendment  
*[Fiscal Yr]*

**Request:** Sheriff's Revenue Backed Positions **Amendment Request**

**Expenditure Amount:** \$403,588  
**Department/Office:** Sheriff

**Description:** The Sheriff's Office is requesting an on-going increase of \$403,588 for additional staff to support contracted policing of local municipalities and grant funded jail programming.  
The Town of Nederland, Town of Lyons and the Town of Superiors have contracts with the Sheriff's office that will cover the following costs associated with new positions.  
Salary and benefits for 2.0 full time equivalent Deputy 1 positions (\$162,369).  
One new patrol vehicle (\$102,500).  
  
The State of Colorado's Jail Based Behavioral Services Grant will cover the following costs associated with new positions:  
Program Specialist position (Pre-sentence Coordinator), (\$64,279).  
Corrections Program Coordinator position (Transitional Housing Coordinator),(\$74,439).  
  
Two employees in the position of - Deputy 1 - Program Specialist, \$162,369 for 2 Full Time employees. The Town of Nederland, Town of Lyons and the Town of Superiors have contracts with the Sheriff's office that will cover these employees.  
One new patrol vehicle \$102,500 for the Two Deputy 1 positions. The contracts provide revenue to offset the purchase.  
One employee in the position of Program Specialist (pre sentence coordinator) \$64,279 for a Full Time employee. This position was paid by the Behavioral Treatment Services (BTS) in the past however they wish to relinquish oversight of this position and since the Sheriff's office has funds from the State of Colorado's JBBS grant, it can be fully funded by it.  
One employee in the position of Corrections Program Coordinator (Transitional Housing coordinator), \$74,439 for a Full Time employee. This position is 100% grant funded by the State of Colorado's JBBS grant.  
  
*[Internal: Please describe the circumstances necessitating the request: what was involved in arriving at costs, current status of entire appropriation, and status of specific account for Amendment. If the request includes unanticipated revenue, describe fully. Memo on Department letterhead should also be included with request.]*

**Source:** There is unanticipated revenue of \$435,196 available from contracts with the Town of Nederland, Town of Lyons and Town of Superior. And \$138,718 from a grant from the State of Colorado Jail Based Behavioral Services.

**BOULDER COUNTY  
REQUEST FOR BUDGET AMENDMENT**

**Amendment Type**

- ONE TIME (CURRENT YEAR ONLY)
- ON-GOING BASE CHANGE REQUIRED

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

- FUND BALANCE
- TRANSFER
- UNANTICIPATED REVENUE

**REQUESTED EXPENDITURE INCREASE AMOUNT:**           \$403,588            
(Please use expenditure worksheet on page 3 below to detail this amount across appropriate Org-Fund-Appropriation-Service segments)

**REQUESTED REVENUE INCREASE AMOUNT:**           \$573,914            
(Please use revenue worksheet on page 4 below to detail this amount across appropriate Org-Fund-Appropriation-Service segments)

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

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

REVIEWED BY BUDGET OFFICER: \_\_\_\_\_  
 Check Box if CFO approval (Budget Officer Signature)

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

REVIEWED BY CFO: \_\_\_\_\_  
(Chief Financial Officer Signature)

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

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

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

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

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







# Boulder County Sheriff's Office

Curtis Johnson  
Sheriff

To: Boulder County Board of Commissioners  
From: Carey Weinheimer, Undersheriff  
Date: February 29, 2024  
RE: Grant Funded FTE Request

Recently a meeting was held with BCSO Jail Programs and Support Services and Behavioral Treatment Services (BTS) to discuss the current Jail Based Behavioral Services (JBBS) Case Manager Position and its oversight by BTS. BTS is a community non-profit. BTS expressed their desire to relinquish oversight of this position as we are now the only jail and JBBS program that they remain connected with. This provides BTS with some significant supervision and oversight challenges for this position. This position has operated in our jail for the past 13 years and is a critical component of the program for successful community reentry and support of clients in the community post-release.

This position has been and will continue to be funded via the State of Colorado's JBBS grant and as such, is 100% fully funded by the grant. The grant cycle runs from July 1 to June 31. The portion of the JBBS grant allotted to this position would be transferred to the Sheriff's Office. Based on our current funding, and projected expenditures, we have the grant funding to support the position. We therefore request an additional FTE be approved as a Program Case Manager (PS2 pay band 10). The Sheriff's Office has received JBBS funding every year for more than thirteen years. However, if the grant were to end, our options would be:

- request that it become a county funded FTE,
- terminate the position,
- or keep the position in another vacant position if any exist at the time that cover the salary and benefits.



# Boulder County Sheriff's Office

Curtis Johnson  
Sheriff

To: Board of County Commissioners  
From: Carey Weinheimer, Undersheriff  
Date: February 29, 2024  
RE: Additional Revenue Funded FTEs

The Sheriff's Office requests the addition of two Deputy 1 positions to the office's Operations Division. These positions are fully cost neutral. We are requesting one patrol vehicle also with an estimated cost of \$102,500. The cost of the vehicle is also offset by contract revenue.

In 2023, the Town of Nederland approved a contract with the Sheriff's Office for law enforcement services. The contract included a budget supporting one Sergeant position, three additional Deputy 1 positions (Nederland was already paying for one position requested based on a prior IGA) and one .5 FTE position to cover detective responsibilities. The BOCC approved the upgrade in staffing for the new Sergeant position and the three new Deputy 1 positions.

The Town of Lyons has been contracting with the Sheriff's Office for law enforcement services for many years. Included in that contract, the Sheriff's Office receives funding for one Sergeant and 1.4 Deputy 1 positions. Based on this contract, the County has funded additional staffing of one Sergeant position and one Deputy 1 position. In 2024, the town of Lyons contract increased to fund one Sergeant position and 1.75 Deputy 1 positions, to include 1.5 deputies for patrol and .25 of a detective position.

Based on the funding of the .5 Detective position paid for by Nederland, and the .75 FTE funding of a Deputy/Detective position from the town of Lyons, we are requesting an additional Deputy 1 position be authorized for the Sheriff's Operations Division. The offsetting revenue more than funds this position in full.

Additionally, the Town of Superior approved the funding for an additional Deputy 1 position in its 2024 budget. This position will be used to increase current town staffing levels. Based on the offsetting revenues gained from the town of Superior, the Sheriff's Office is requesting authorization for an additional Deputy 1 position in the Sheriff's Operations Division. The Superior IGA was approved by the board on February 6, 2024.

One new patrol vehicle is required for these two positions. The cost of a fully upfitted vehicle is estimated to be \$102,500. The town contracts provide revenue to offset the purchase.

Headquarters  
5600 Flatiron Parkway  
Boulder, CO 80301  
303-441-3600

Communications · Emergency Management  
3280 Airport Road  
Boulder, CO 80301  
303-441-3390

Jail  
3200 Airport Road  
Boulder, CO 80301  
303-441-4600



# Boulder County Sheriff's Office

**Curtis Johnson**  
Sheriff

To: Boulder County Board of Commissioners

From: Undersheriff Carey Weinheimer

Date: January 3, 2024

Re: Off Cycle FTE Request

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The Boulder County Sheriff's Office has previously provided funding from the State of Colorado's Jail Based Behavioral Services (JBBS) grant to Behavioral Treatment Services (BTS), a community-based non-profit, to hire two Corrections Program Coordinator-Programs Clinicians. This is a clinician position that provides mental health services to jail inmates to address their specific criminogenic needs including individual therapy; psycho-educational and process groups; psychiatric medication evaluation and management; and reentry case management services. Unfortunately, BTS has been unable to fill the position for over a year. As a non-profit BTS is unable to provide the salary and benefit package necessary to attract and hire a clinician. BTS agreed to forego the funding and have Boulder County Sheriff's Office hire for the position. The sheriff's office has been successful in hiring one person into this position with a higher salary and benefit package.

We are requesting to have a Corrections Program Coordinator-Programs Clinician position created. This position is currently filled but taking up a jail deputy position although paid through fund 117-JBBS. It is 100% grant funded by JBBS and the sheriff's office has been receiving JBBS funding for thirteen years. There is no current indication that the grant funding will cease. However, should the grant funding cease, we will either reallocate or terminate the position depending on our staffing situation at the time.

This position provides important services to our inmates with the goal of reducing recidivism.

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Headquarters  
5600 Flatiron Parkway  
Boulder, CO 80301  
303-441-3600

Communications · Emergency Management  
3280 Airport Road  
Boulder, CO 80301  
303-441-4444 · 303-441-3390  
Page 141 of 198

Jail  
3200 Airport Road  
Boulder, CO 80301  
303-441-4600



# Boulder County Sheriff's Office

**Curtis Johnson**  
Sheriff

To: Boulder County Board of Commissioners  
From: Carey Weinheimer, Undersheriff  
Date: February 29, 2024  
RE: Grant Funded FTE Request

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# Boulder County Sheriff's Office

**Curtis Johnson**  
Sheriff

To: Board of County Commissioners  
From: Carey Weinheimer, Undersheriff  
Date: February 29, 2024  
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# Board of County Commissioners

## **Boulder County's 2024 National Volunteer Week Proclamation**

**WHEREAS**, April 21 to April 27 is a week when we as a nation celebrate the wonderful contributions made by volunteers in our government and non-profit organizations; and

**WHEREAS**, we at the Boulder County government greatly appreciate the people who contributed hundreds of thousands of hours of their time, talents, and energy volunteering in Boulder County programs in 2023; and

**WHEREAS**, the people of Boulder County also contribute hundreds of thousands of volunteer hours to non-profits in Boulder County and beyond; and

**WHEREAS**, the multiple and diverse programs served by these volunteers, as well as service corps members, are a significant part of what continues to ensure that Boulder County is a kind, supportive, and sustainable community.

**Now, therefore, the Board of County Commissioners** do hereby proclaim that the week of April 21 to April 27, 2024 is recognized as National Volunteer Week in Boulder County.

**ADOPTED** this 23rd day of April 2024

Commissioner  
Claire Levy

Commissioner  
Marta Loachamin

Commissioner  
Ashley Stolzmann

**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.gov](http://www.BoulderCounty.gov) • [commissioners@bouldercounty.gov](mailto:commissioners@bouldercounty.gov)



# 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](http://www.BoulderCounty.gov)

## MEMORANDUM

**TO:** Applicant(s), Adjacent Property Owners & Referral Agencies

**FROM:** Dana Yelton, Planner I

**DATE:** April 22, 2024

**RE:** Docket LU-23-0025/SPR-23-0094: Antley Residence

Please be informed that the above-mentioned docket has been **TABLED INDEFINITELY** at the applicants' request. The Board of County Commissioners was scheduled to hear this docket on Thursday, April 25, 2024 at 9:00 a.m. as previously noticed. You will be notified when a new hearing date and time are scheduled.

If you have any questions, please feel free to contact me at (720) 564-2647 or via email at [dyelton@bouldercounty.gov](mailto:dyelton@bouldercounty.gov).

Thank you.

Dana Yelton, Planner I  
Planning Division  
Community Planning & Permitting



# Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930 • Fax: 303.441.4856  
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • [www.bouldercounty.org](http://www.bouldercounty.org)

**BOULDER COUNTY  
BOARD OF COMMISSIONERS  
PUBLIC HEARING**

**April 23, 2024 at 9:30 a.m.**

**Boulder County Courthouse, 3rd Floor,  
1325 Pearl Street, Boulder  
Virtual and in-person**

April 16, 2024

**Docket EP-23-0004: Roling Lot Division**

**Request:** Request to divide an 88-acre parcel, Outlot A of the L’Heureux County Estates NUPUD, into a 20-acre parcel and a 68-acre parcel at 3199 Nelson Rd.

**Location:** 3199 Nelson Road, located at the northeast corner of the intersection of US-36 and Nelson Rd, in Section 07, Township 2N, Range 70W.

**Zoning:** Agricultural (A)

**Owners/Applicants:** CEM & Associates, c/o Tom Roling

**PACKET CONTENTS**

Item	Pages
Staff Recommendation	1 – 8
Application Materials (Attachment A)	A1 – A16
Referral Responses (Attachment B)	B1 – B7
SD-88-018 Approval Documents and Conservation Easement (Attachment C)	C1 – C22

**SUMMARY**

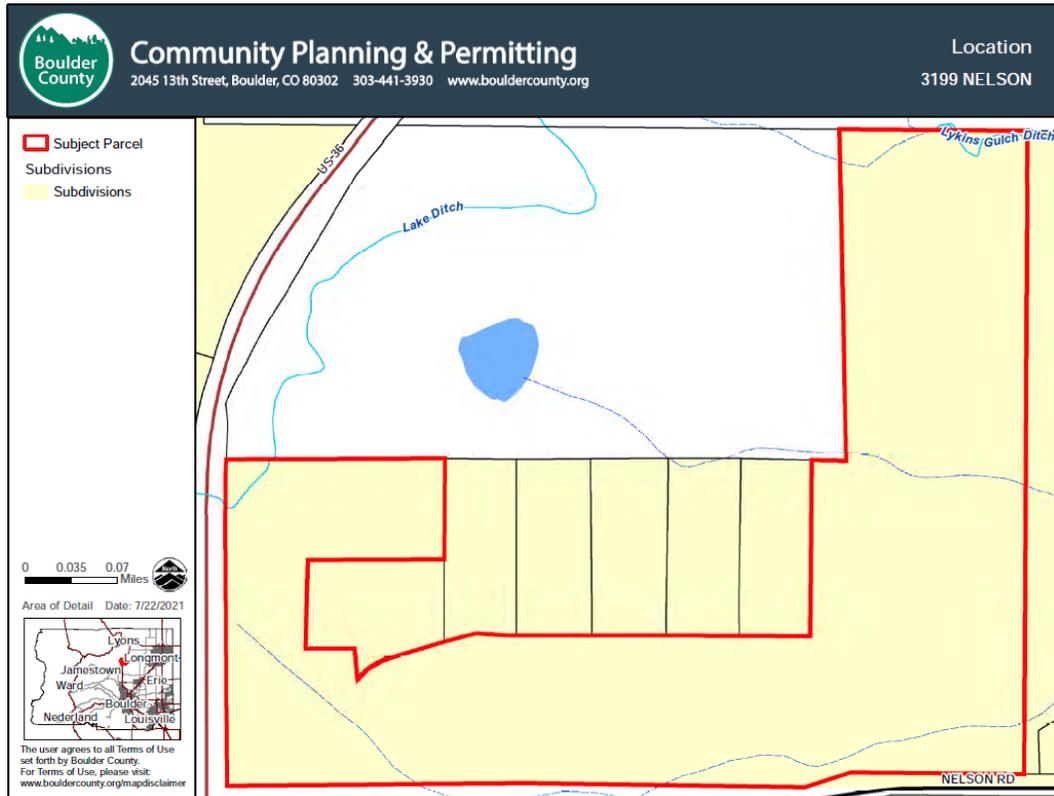
The applicant is the owner of the subject parcel, Outlot A in the platted L’Heureux County Estates Nonurban Planned Unit Development (NUPUD), located at 3199 Niwot Meadow Farm Road. The applicant seeks to divide Outlot A into two smaller outlots, to be managed separately.

Per Article 9-300.A of the Boulder County Land Use Code (the Code), Subdivided Land may be modified through the Exemption Plat process if all applicable criteria are met.

Staff finds the request cannot meet the criteria in Article 9-400 of the Code and recommends the Board of County Commissioners deny docket **EP-23-0004 Roling Lot Division**.

**DISCUSSION**

The subject parcel is located at the northeast corner of Nelson Road and US-36; it is located within the L'Heureux County Estates NUPUD (see **Figure 1** below). The NUPUD, which divided a 120-acre parcel into six 5-acre residential lots and an 88-acre Outlot (all acreages are approximations), was platted in 1988 (SD-88-0018).



**Figure 1: Location of subject property (indicated in red)**

As part of that platting, Outlot A was established to preserve the most of the original subject property for agricultural or “other purposes designated in the Environmental Resources Element of the Boulder County Comprehensive Plan.” Accordingly, a conservation easement over Outlot A was granted to Boulder County (Reception Number 00956470, Attachment **C**).



Boulder Valley & Longmont Conservation Districts, Colorado Division of Water Resources, National Telecommunications and Information Administration, Lefthand Fire Protection District, and Hygiene Fire Protection District.

**Adjacent Property Owners** – Notifications were sent to 41 property owners within 1,500 feet of the subject properties. Staff have not received any public comments on this application.

### **CRITERIA REVIEW**

**Article 9-400** of the Boulder County Land Use Code sets forth the standards for Exemption Plats. Staff has reviewed this proposal per these criteria and has found the following:

- 1) ***For Subdivision Exemptions only, if the exemption would result in an increase in the number of currently existing lots, any identified land use impacts associated with the increase are sufficiently mitigated.***

The subject parcel is not part of a subdivision exemption request. Therefore, this criterion is not applicable.

- 2) ***For Exemption Plats only, if the originally approved Subdivided Lots were 1.1 acres or less, the size of each of the proposed lots shall not change by more than fifteen percent, unless served by public water and/or sewer.***

The subject parcel is approximately 88 acres. Therefore, this criterion is not applicable.

- 3) ***The proposed lots shall have legal access.***

The proposed lots have demonstrated legal access via Nelson Road, a paved Boulder County owned and maintained right-of-way (ROW) with a Functional Classification of Minor Arterial. No change to the existing access is proposed or approved as part of this review.

Therefore, staff finds this criterion is met.

- 4) ***The proposed lots and potential development on them shall be capable of being served by an adequate physical access, including for emergency and non-emergency purposes, which meets the requirements of the County Engineer, and, if applicable, the local fire protection district.***

There is existing physical access to the subject parcel, via the public right-of-way. The proposed lot division will not impact the physical access to the subject parcel, and no referral agencies have responded with any conflicts or concerns related to this criterion.

Therefore, staff finds this criterion is met.

- 5) ***The proposed lots and potential development on them shall be capable of being served by an adequate water supply.***

During the NUPUD process, the owner of the properties at the time stated that 10 shares of Lefthand Water could be used to service Outlot A. The status of the current water supply is unclear, as is what division of water supply is proposed if the Outlot is split. No change to water usage is proposed as part of this application.

Therefore, staff finds this criterion is met.

- 6) ***The proposed lots and potential development on them shall be capable of being served by an adequate onsite wastewater system or sewage treatment system as required by Boulder County Public Health.***

The subject parcel is not served by an onsite wastewater system or sewage treatment system. No development is proposed that would require such a system.

Therefore, staff finds this criterion is met.

- 7) ***Adequate public facilities and services shall exist to serve the proposed lots and potential development on them.***

The subject parcel is served by adequate public facilities and services, including but not limited to electric, natural gas, fire, and police. No service providers have indicated any conflicts with this proposal.

Therefore, staff finds this criterion is met.

- 8) ***If any of the proposed lots are in the Floodplain Overlay District:***  
***a. The potential impacts of creating the proposed lots or portions of proposed lots within the Floodplain Overlay District shall be sufficiently mitigated; and***  
***b. The development upon the proposed lots shall be possible outside the Floodplain Overlay District; or***  
***c. The potential development upon the proposed lots shall be capable of obtaining a floodplain development permit under Article 4-400 of this Code, as determined by the County Engineer.***

The subject parcel is not located in the Floodplain Overlay District. Therefore, this criterion is not applicable.

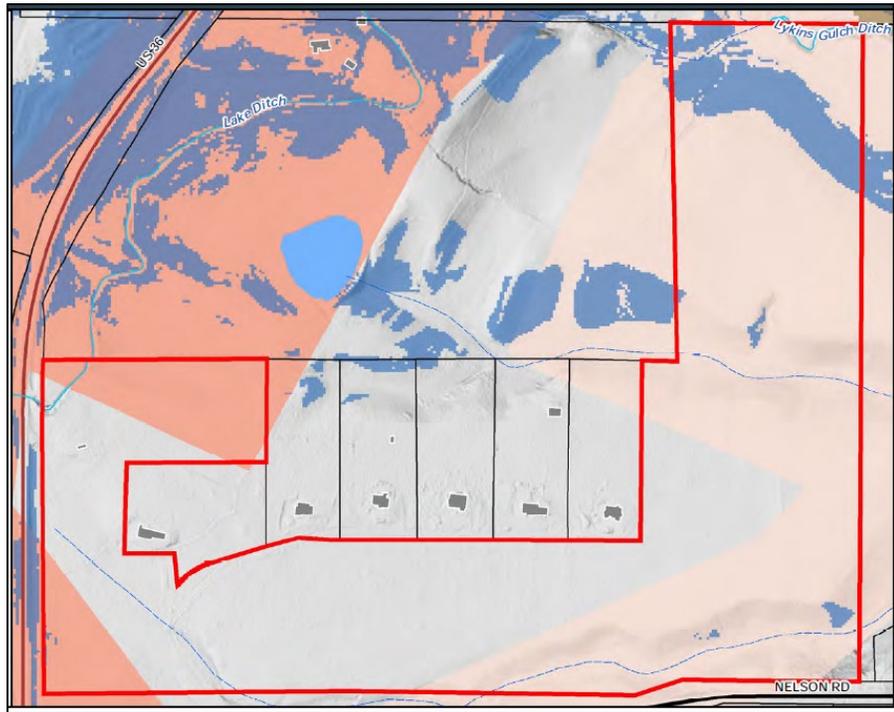
- 9) ***The proposed lots and development on them shall be in harmony with the character of the neighborhood and compatible with the surrounding area and shall be appropriately landscaped and screened to minimize the obtrusiveness of structures and maximize visual blending with the surrounding topography.***

The subject parcel is located within a NUPUD. As an agricultural outlot, the current use is agricultural/open space in nature. The proposed lot division will maintain this use and neither resulting lot will have significant development ability.

Therefore, as conditioned staff finds this criterion can be met.

- 10) ***The proposed lots and potential development on them shall not be subject to, or contribute to, significant risk from natural hazards such as unstable soils, steep or unstable slopes, floods, and wildfire.***

The Boulder County Comprehensive Plan shows that the subject parcel is partially located within areas of Moderate and High Swelling Soil Potential and Landslide Susceptibility (see Figure 3 below).



*Figure 3: Subject parcel, with identified geological hazard designation indicated in pinks and blue.*

However, no further development is proposed. Staff does not have any concerns related to this criterion. Additionally, no agencies have responded with any concerns or conflicts related to any natural hazards.

Therefore, staff finds this criterion is met.

- 11) ***The proposed lots and potential development on them shall not have a significant adverse impact on environmental resources identified in the Comprehensive Plan or through the review of the application, such as Wetlands and Riparian Areas; plant communities and vegetative cover; Critical Wildlife Habitat and Migration corridors; Natural Areas and Natural Landmarks; Environmental Conservation Areas; agricultural, forestry, or open lands; and views, vistas, and scenic corridors.***

The Boulder County Comprehensive Plan has identified several environmental resources located on or near the subject parcel, including Red Hill Natural Area, Critical Wildlife Habitat, Very High Biodiversity Significance, Riparian Areas, and Wetlands. While the proposed lot division does not increase the developable area or density in this NUPUD, staff has concerns regarding the long-term management of the proposed smaller outlots. As further explained in the Conservation Easement Program team’s referral response, preservation of agricultural lands is best achieved with common ownership and application of consistent management plans. Increasing the number of separate landowners correspondingly increases the likelihood that a lot will become undermanaged and susceptible to invasive species. Staff has not identified any conditions that would sufficiently mitigate these concerns.

Therefore, staff finds this criterion is not met.

- 12) ***The proposed lots and potential development on them shall not have a significant adverse impact on historic, cultural, or archaeological resources identified in the Comprehensive Plan or through the review of the application.***

There are no identified historic, cultural, or archaeological resources identified on or near the subject parcel.

Therefore, staff finds this criterion is met.

- 13) ***The proposed lots and potential development on them shall not cause unnecessary or excessive site disturbance or erosion or alter historic drainage patterns.***

The division of the Outlot will not result in any site disturbance. As such, staff have not identified any concerns related to site disturbance or altering of historic drainage patterns. Additionally, no referral agencies have responded with any concerns or conflicts related to this criterion.

Therefore, staff finds this criterion is met.

- 14) ***The proposed lots and potential development on them shall be in accordance with the Comprehensive Plan and any applicable intergovernmental agreement affecting land use or development, and this Code.***

The Comprehensive Plan has relevant provisions located in AG 1.12 and PPA 2.03 that discourage the fragmentation of agricultural lands.

AG 1.12 Land Unification states “The county shall continue to discourage the fragmentation of large parcels of agricultural land and to encourage the assemblage of smaller parcels into larger, more manageable and productive tracts.”

PPA 2.03 directly addresses the division of lands held under a conservation easement, stating “A minimum of 75% of the total land area of a proposed NUPUD should be intended for the continuation of agricultural pursuits or for the continued preservation of other natural, historical or cultural features, systems or sites identified in the Boulder County Comprehensive Plan and shall thus become ineligible for further parcel divisions or development unless amended per the terms of the conservation easement.”

Although the lot division is not prohibited by the terms of the conservation easement and does not propose a reduction from the existing 75% conserved area, staff disagrees that division of the outlot will result in better management of the land. To the contrary, for the reasons discussed in Criteria 11 and stated in the Conservation Easement Program team’s and Natural Resource Planner’s referral comments, dividing the outlot increases the likelihood of undermanagement and reduced preservation of agricultural lands.

Article 6-1100.B of the Code sets forth the requirements for modifications to approved PUDs. Specifically, this article reads: “The modification shall be consistent with the efficient development and preservation of the entire PUD; shall not affect, in a substantially adverse manner, either the enjoyment of land abutting or across a street from the PUD, or the public interest; and, is not granted solely to confer a special benefit upon any person.”

Staff finds that the division of Outlot A will not have any impact on the development of the PUD, as the subdivision is already fully developed and the subject parcel is not

eligible for development beyond what is permitted by the conservation easement. Staff is concerned, however, that the fragmentation caused by the proposed lot division will negatively impact the preservation of the entire PUD. This concern arises from the potential for disjointed and inconsistent application of management plans between the separate owners of these newly created lots, as discussed in the Conservation Easement Program team's and Natural Resource Planner's referrals. For this reason, approval of the proposed division is inconsistent with the goals of the Comprehensive Plan and the Code.

Additionally, staff is concerned about the potential for inequitable division of water resources on site, which could leave one lot with all water rights and the other as a multi-acre arid parcel.

Given that the Comprehensive Plan gives explicit preference to consolidation of agricultural tracts over fragmentation into smaller units, staff finds this criterion is not met.

- 15) *Where the division creates Parcels for use as community facilities such as public parking areas, public or private educational facilities, public parks, and open space purchase by a public entity, and utility land acquisitions including for utility substations without any dwelling units, an exemption may be approved for the placement of a community facility where the size, location and available services are reasonable, appropriate, and customary for the proposed use.*

This application request is not for a community facility. Therefore, staff finds this criterion is not applicable.

#### **DETERMINATION**

Community Planning & Permitting staff finds the application does not meet the criteria for an Exemption Plat, as discussed above. Therefore, staff recommends the Board of County Commissioners *deny* **Docket EP-23-0004: Roling Lot Division.**



# 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](http://www.BoulderCounty.gov)

MEMO TO: Agencies and adjacent property owners  
FROM: Wesley Jefferies, Planner I  
DATE: March 4, 2024  
RE: **Docket EP-23-0004**

**Docket EP-23-0004: Roling Lot Division**

Request: Request to divide a 88-acre parcel, Outlot A of the L'Heureux County Estates NUPUD, into a 20-acre parcel and a 68-acre parcel at 3199 Nelson Rd.  
Location: 3199 Nelson Road, located at the northeast corner of the intersection of US-36 and Nelson Rd, in Section 07, Township 2N, Range 70W.  
Zoning: Agricultural (A) Zoning District  
Applicant/Property Owner: CEM and Associates LLC, c/o Tom Roling

Exemption Plats typically involve boundary line adjustments; however, they do not allow increases or decreases in approved densities. This process includes a public hearing before the Boulder County Board of County Commissioners. Adjacent property owners and holders of liens, mortgages, easements or other rights in the subject property are notified of these hearings.

The Community Planning & Permitting staff, Planning Commission, and County Commissioners value comments from individuals and referral agencies. Please check the appropriate response below or send a letter to the Community Planning & Permitting Department via mail (PO Box 471, Boulder, CO 80306) or email to [planner@bouldercounty.org](mailto:planner@bouldercounty.org). 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 303-441-3930 or email [planner@bouldercounty.org](mailto:planner@bouldercounty.org) to request more information. If you have any questions regarding this application, please contact me at 303-441-1705 or email [wjefferies@bouldercounty.org](mailto:wjefferies@bouldercounty.org) to request more information.

Please return responses to the above address by **March 19, 2024**.

\_\_\_\_\_ We have reviewed the proposal and have no conflicts.

\_\_\_\_\_ Letter is enclosed.

Signed \_\_\_\_\_ PRINTED Name \_\_\_\_\_

Agency or Address \_\_\_\_\_

Date \_\_\_\_\_



**Boulder County Land Use Department**  
 Courthouse Annex Building  
 2045 13th Street • PO Box 471 • Boulder, Colorado 80302  
 Phone: 303-441-3930 • Fax: 303-441-4856  
 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 Only
Intake Stamp

## Application Form

Project Number		Project Name		
<input type="checkbox"/> Limited Impact Special Use <input type="checkbox"/> Limited Impact Special Use Waiver <input type="checkbox"/> Modification of Special Use <input type="checkbox"/> Site Plan Review <input type="checkbox"/> Site Plan Review Waiver <input type="checkbox"/> Subdivision Exemption <input type="checkbox"/> Exemption Plat <input type="checkbox"/> 1041 State Interest Review <input type="checkbox"/> Other:	Application Deadline: First Wednesday of the Month	Application Deadline: Second Wednesday of the Month		<input type="checkbox"/> Rezoning <input type="checkbox"/> Road/Easement Vacation <input type="checkbox"/> Location and Extent <input type="checkbox"/> Road Name Change
	<input type="checkbox"/> Variance <input type="checkbox"/> Appeal	<input type="checkbox"/> Sketch Plan <input type="checkbox"/> Preliminary Plan <input type="checkbox"/> Final Plat <input type="checkbox"/> Resubdivision (Replat) <input type="checkbox"/> Special Use/SSDP		
Location(s)/Street Address(es) 3199 Nelson Rd., Longmont, CO 80503				
Subdivision Name L'Heureux Country Estates				
Lot(s)	Block(s)	Section(s) 7	Township(s) 2 North	Range(s) 70
Area in Acres 88.37	Existing Zoning Agricultural	Existing Use of Property Agricultural		Number of Proposed Lots NA
Proposed Water Supply NA		Proposed Sewage Disposal Method NA		

### Applicants:

Applicant/Property Owner CEM AND ASSOCIATES LLC			Email Address tom@cemandassociates.com	
Mailing Address 357 S McCaslin Blvd, Suite 200				
City Louisville	State CO	Zip Code 80027	Phone 303-931-1498	Fax
Applicant/Property Owner/Agent/Consultant Tom Roling			Email Address tom@cemaventures.com	
Mailing Address 3143 Nelson Rd				
City Longmont	State CO	Zip Code 80503	Phone 303-931-1498	Fax
Agent/Consultant		Email Address		
Mailing Address				
City	State	Zip Code	Phone	Fax

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

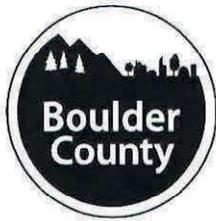
I certify that I am signing this Application Form as an owner of record of the property included in the Application. I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. I understand that all materials required by Boulder County must be submitted 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.

Statement of  
 Authority or  
 other

Signature of Property Owner	Printed Name Tom Roling	Date 6/1/03
-----------------------------	-------------------------	-------------



**Boulder County Land Use Department**  
 Courthouse Annex Building  
 2045 13th Street • PO Box 471 • Boulder, Colorado 80302  
 Phone: 303-441-3930 • Fax: 303-441-4856  
 Email: [planner@bouldercounty.org](mailto:planner@bouldercounty.org)  
 Web: [www.bouldercounty.org/lu](http://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 Only
Intake Stamp

### Application Form

Project Number		Project Name	
<input type="checkbox"/> Limited Impact Special Use <input type="checkbox"/> Limited Impact Special Use Waiver <input type="checkbox"/> Modification of Special Use <input type="checkbox"/> Site Plan Review <input type="checkbox"/> Site Plan Review Waiver <input type="checkbox"/> Subdivision Exemption <input type="checkbox"/> Exemption Plat <input type="checkbox"/> 1041 State Interest Review <input type="checkbox"/> Other:	Application Deadline: First Wednesday of the Month  <input type="checkbox"/> Variance <input type="checkbox"/> Appeal	Application Deadline: Second Wednesday of the Month  <input type="checkbox"/> Sketch Plan <input type="checkbox"/> Preliminary Plan <input type="checkbox"/> Final Plat <input type="checkbox"/> Resubdivision (Replat) <input type="checkbox"/> Special Use/SSDP	<input type="checkbox"/> Rezoning <input type="checkbox"/> Road/Easement Vacation <input type="checkbox"/> Location and Extent <input type="checkbox"/> Road Name Change
Location(s)/Street Address(es) 3199 Nelson Rd., Longmont, CO 80503			
Subdivision Name L'Heureux Country Estates			
Lot(s)	Block(s)	Section(s) 7	Township(s) 2 North Range(s) 70
Area in Acres 88.37	Existing Zoning Agricultural	Existing Use of Property Agricultural	Number of Proposed Lots NA
Proposed Water Supply NA		Proposed Sewage Disposal Method NA	

### Applicants:

Applicant/Property Owner CEM AND ASSOCIATES LLC			Email Address tom@cemandassociates.com	
Mailing Address 357 S McCaslin Blvd, Suite 200				
City Louisville	State CO	Zip Code 80027	Phone 303-931-1498	Fax
Applicant/Property Owner/Agent/Consultant Tom Roling			Email Address tom@cemaventures.com	
Mailing Address 3143 Nelson Rd				
City Longmont	State CO	Zip Code 80503	Phone 303-931-1498	Fax
Agent/Consultant			Email Address	
Mailing Address				
City	State	Zip Code	Phone	Fax

### 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.

Statement of Authority or other

Signature of Property Owner <i>[Handwritten Signature]</i>	Printed Name Tom Roling	Date 1/1/23
------------------------------------------------------------	-------------------------	-------------



# Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

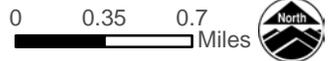
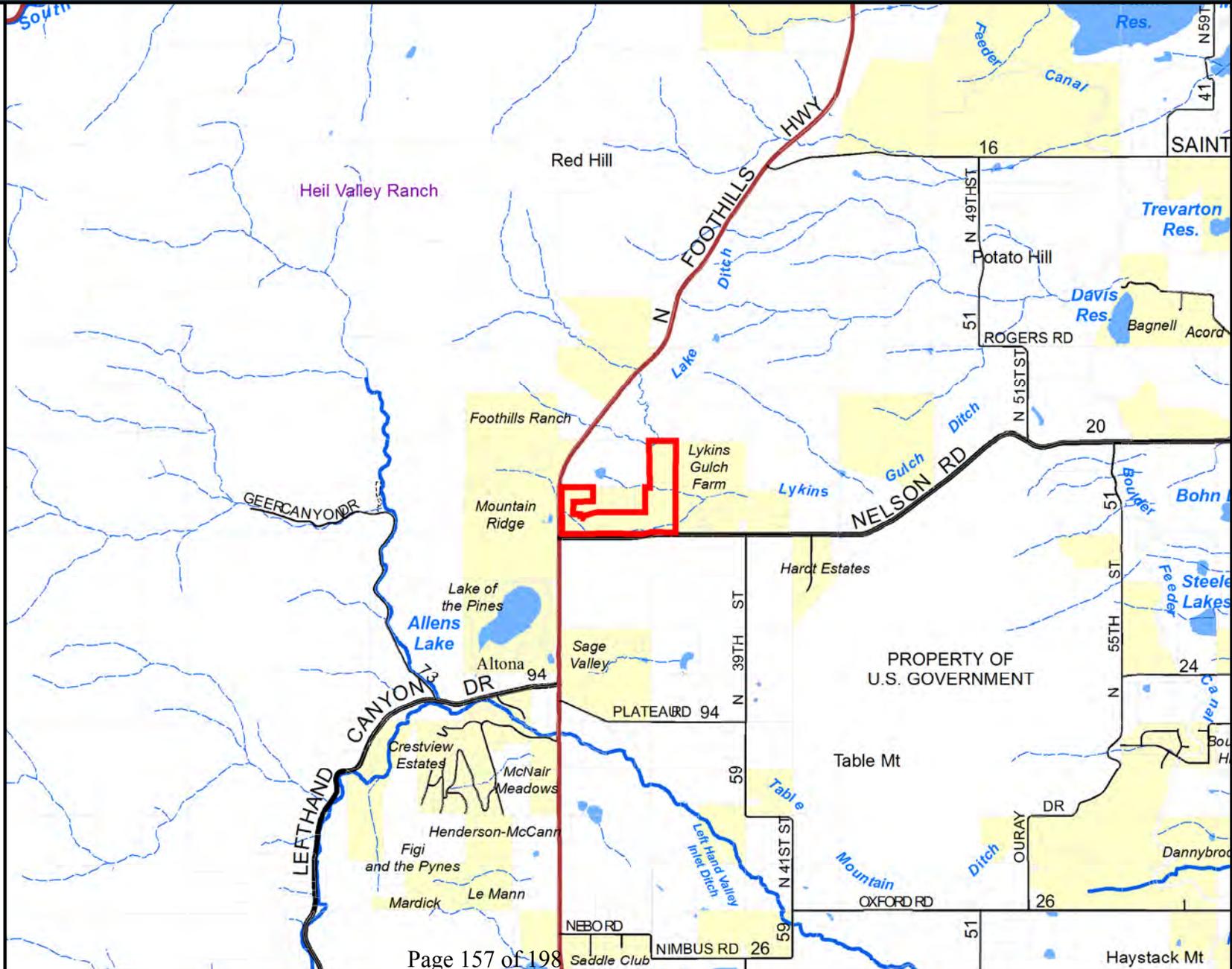
Vicinity

3199 NELSON

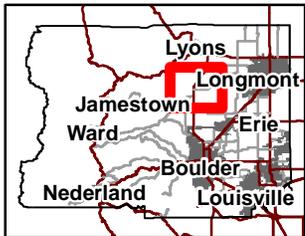
Subject Parcel

**Subdivisions**

Subdivisions



Area of Detail Date: 7/22/2021



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# Community Planning & Permitting

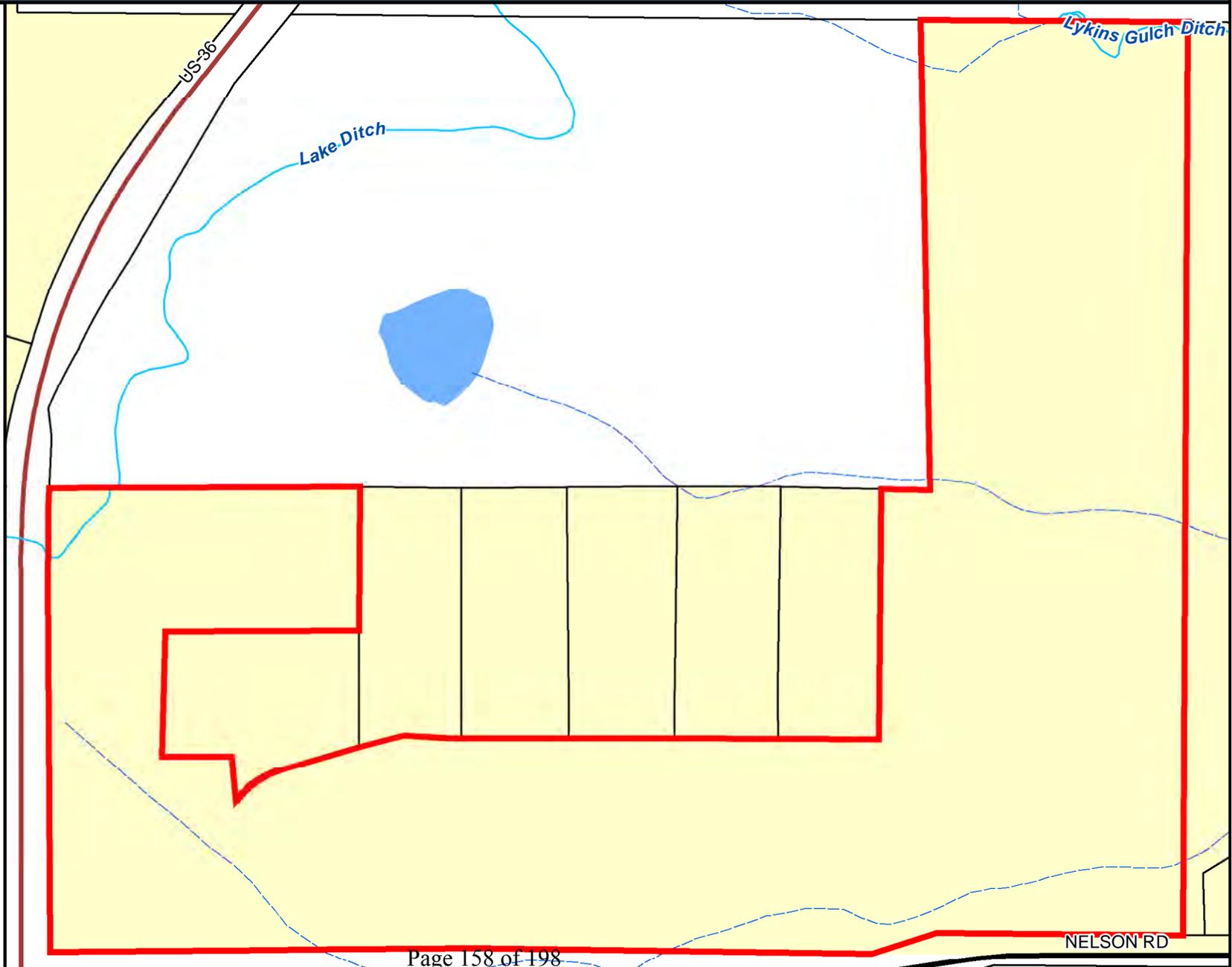
2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

Location  
3199 NELSON

Subject Parcel

**Subdivisions**

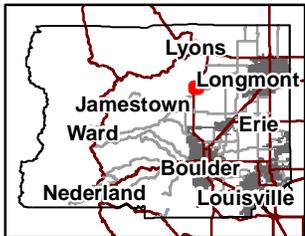
Subdivisions



0 0.035 0.07 Miles



Area of Detail Date: 7/22/2021



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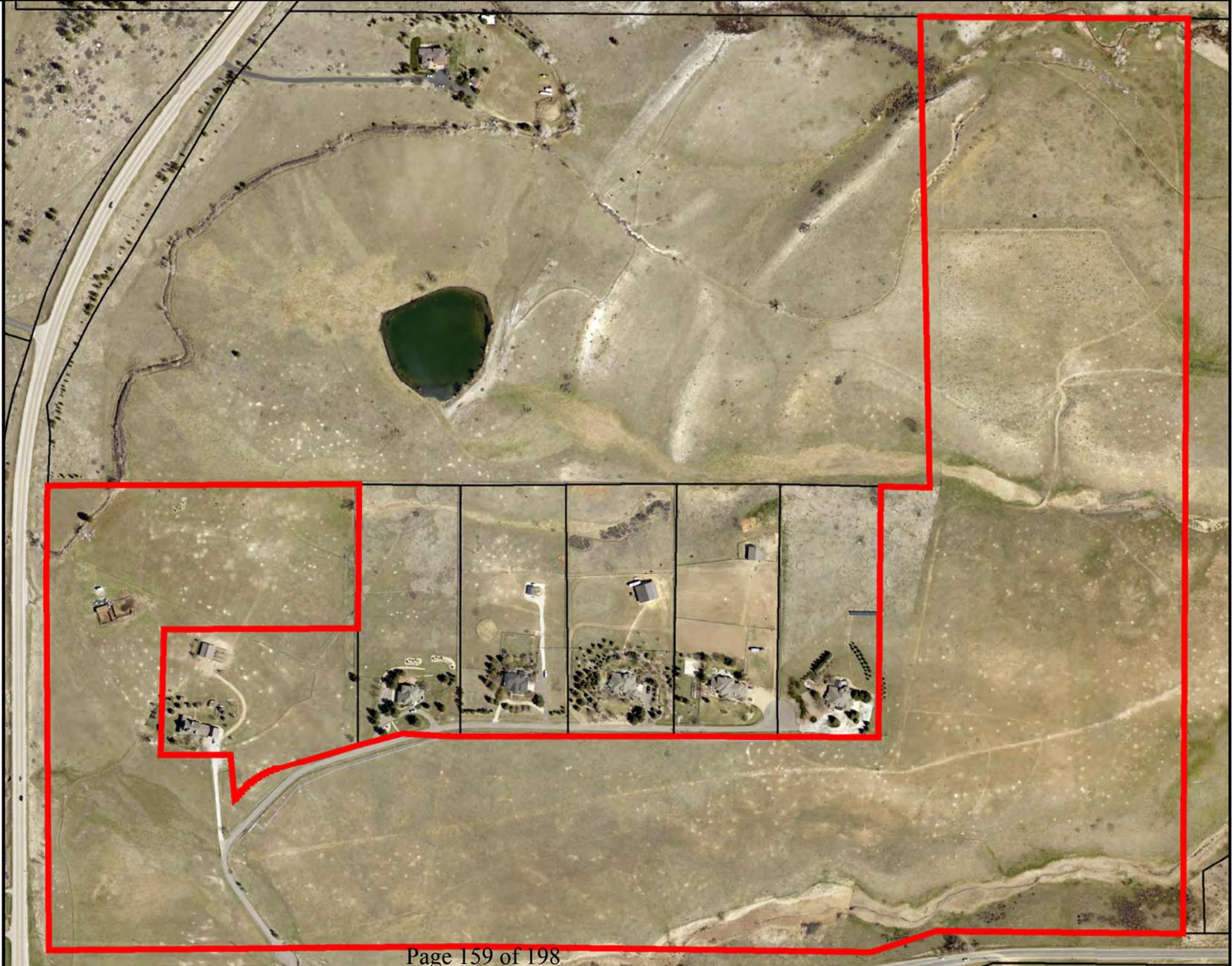


# Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

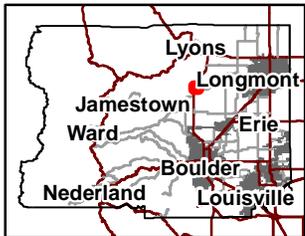
Aerial  
3199 NELSON

 Subject Parcel



0 0.035 0.07 Miles 

Area of Detail Date: 7/22/2021



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# Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

Comprehensive Plan

3199 NELSON

Subject Parcel

NLNA Buffer

Critical Wildlife Habitats

Riparian Areas

Archaeologically Sensitive Areas

Archeologically Sensitive Areas

Wetlands

Significant Natural Communities

High Biodiversity Areas

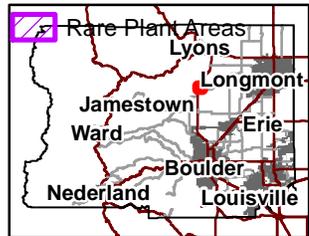
B1: Outstanding Biodiversity Significance

B2: Very High Biodiversity Significance

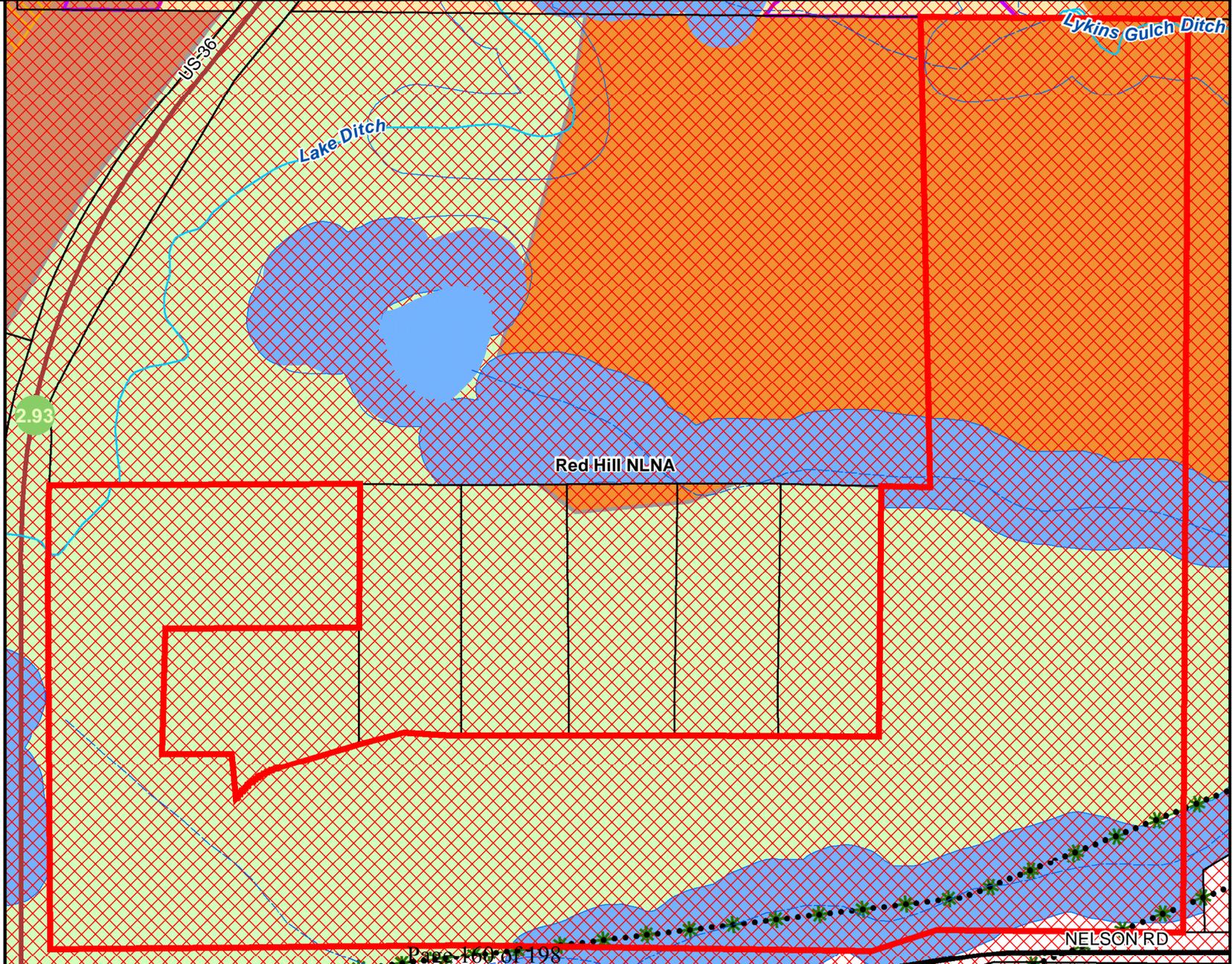
Natural Landmarks Natural Areas

Significant Agricultural Land

Ag of Statewide Importance Date: 7/22/2021



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# Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

Zoning  
3199 NELSON

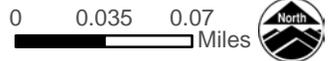
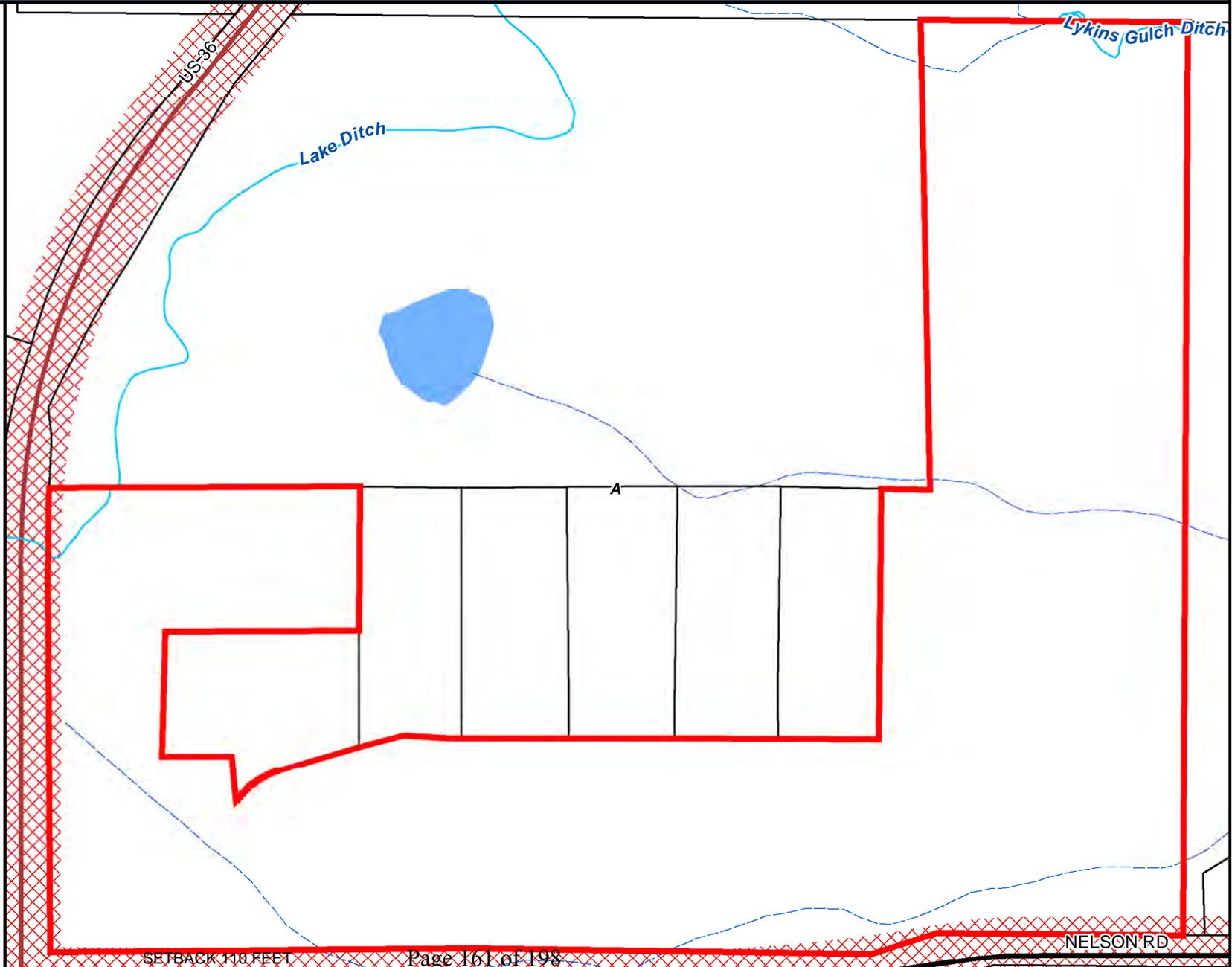
Subject Parcel

### Major Road Setbacks

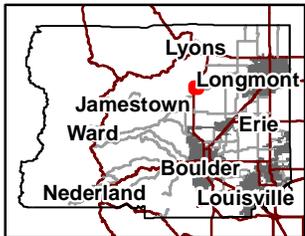
110 feet

### Zoning Districts

Agricultural



Area of Detail Date: 7/22/2021



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SETBACK 110 FEET

NELSON RD



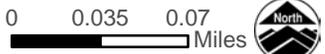
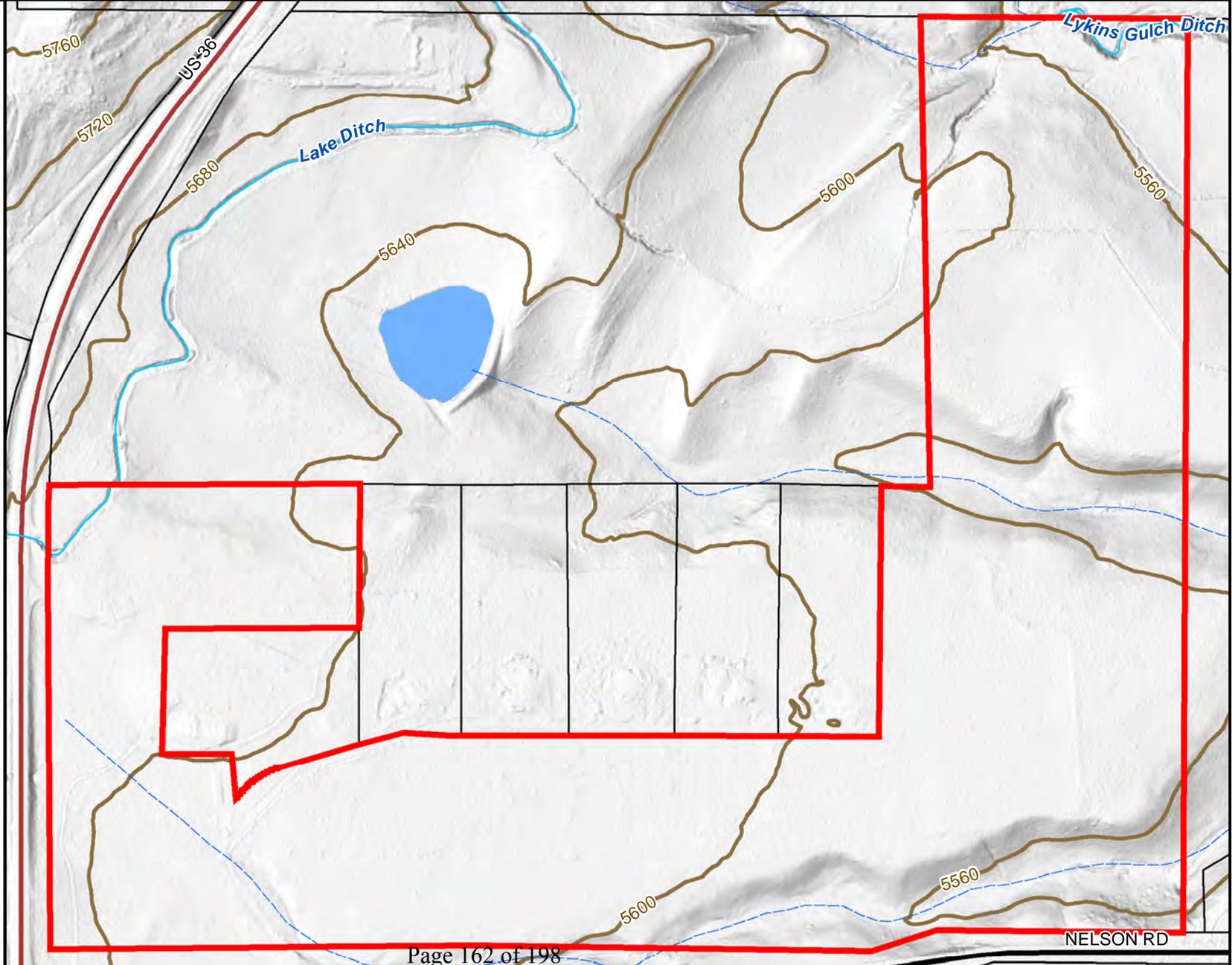
# Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

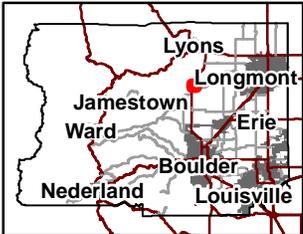
## Elevation Contours

### 3199 NELSON

- Subject Parcel
- Contours 40'



Area of Detail Date: 7/22/2021



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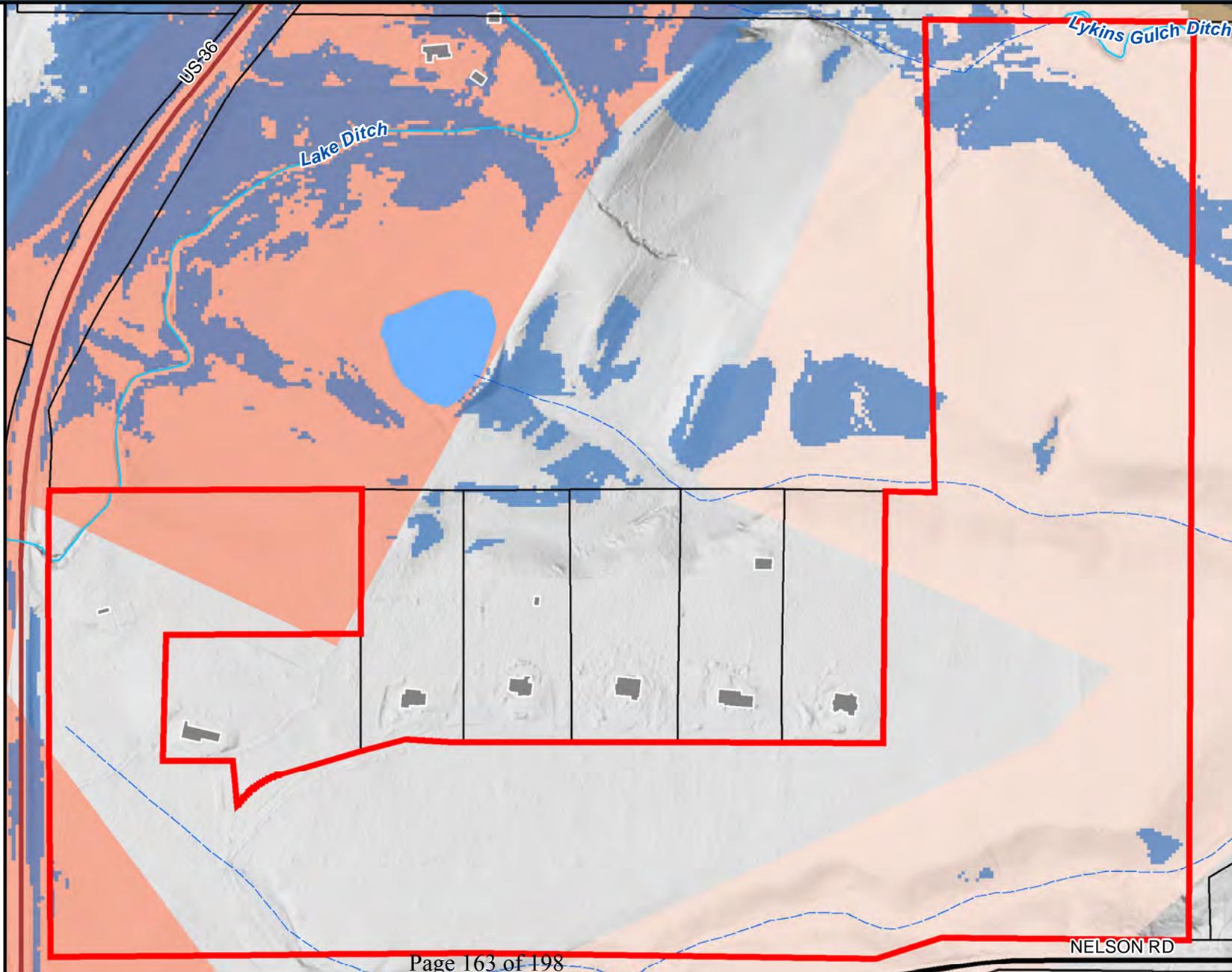
# Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

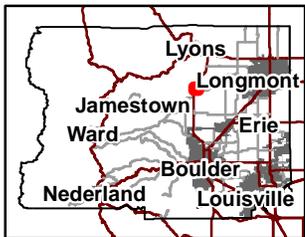
## Geologic Hazards

### 3199 NELSON

-  Subject Parcel
-  Debris flow susceptibility area
-  Landslide high susceptibility area
-  High Swelling Soil Potential
-  Moderate Swelling Soil Potential



Area of Detail Date: 7/22/2021



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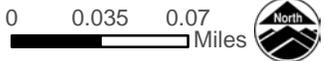
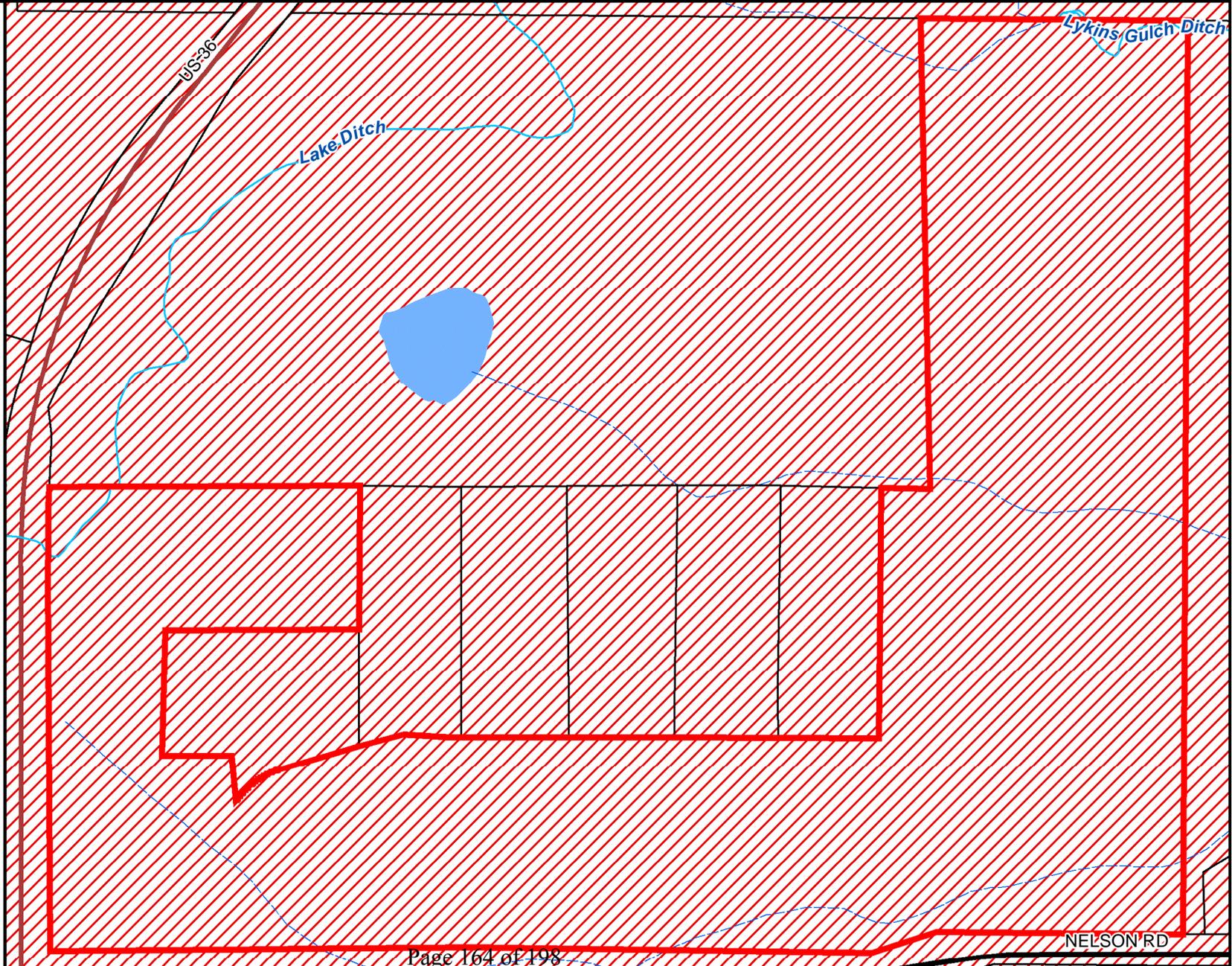
# Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

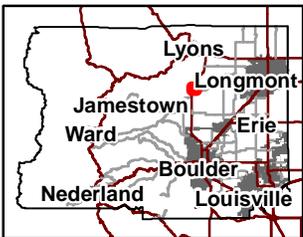
Planning Areas

3199 NELSON

- Subject Parcel
- Telecom Protection



Area of Detail Date: 7/22/2021



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# Community Planning & Permitting

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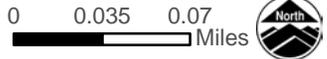
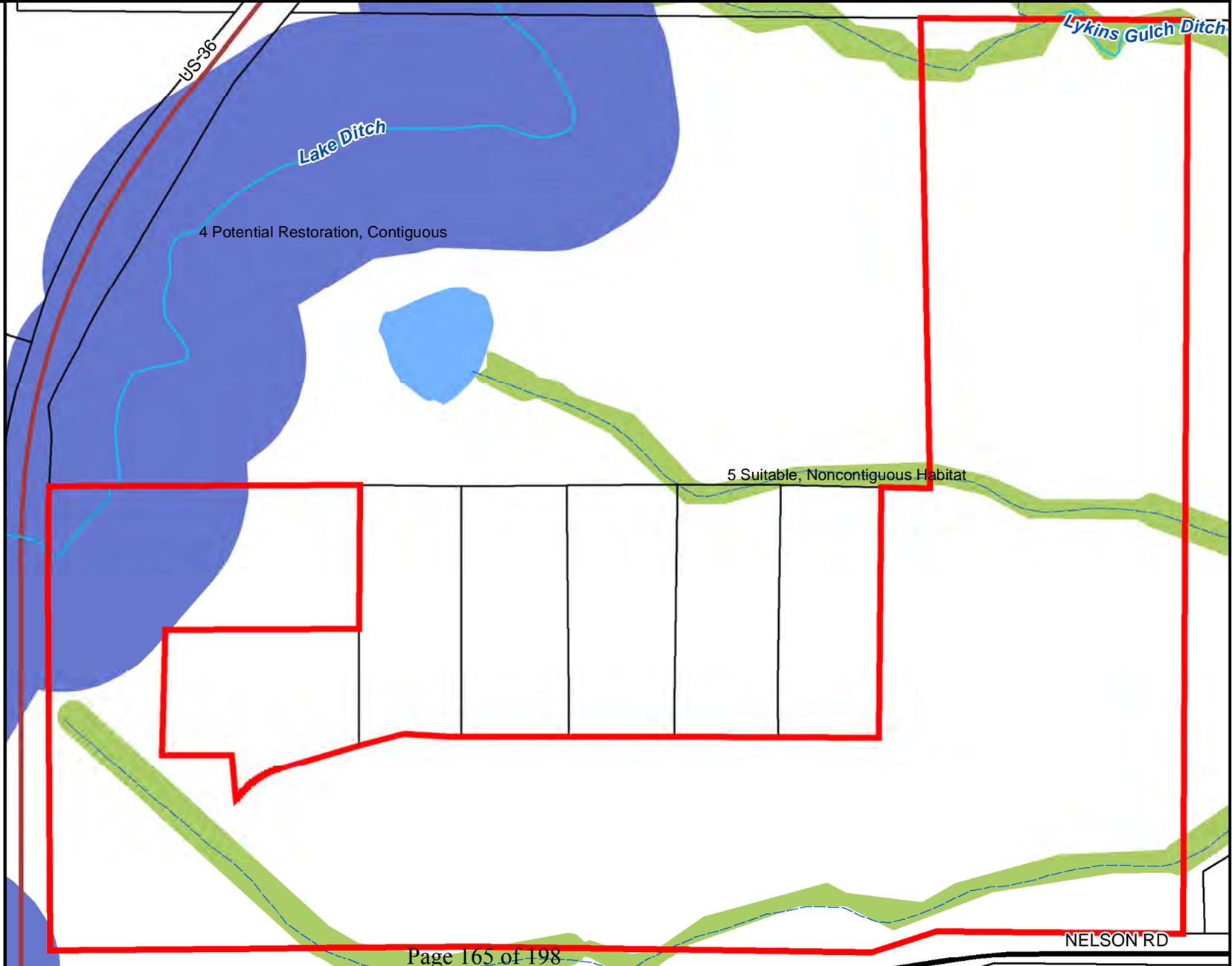
Prebles  
3199 NELSON

Subject Parcel

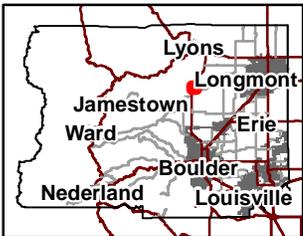
Note: This map's legend shows all Preble's Priority Zones as mapped by Boulder County. The subject property may not contain all zones. Refer to the USFWS Memo dated 9/17/03 to determine when projects require review by USFWS for Preble's.

### Prebles

- Zone 4 Potential Restoration, Contiguous
- Zone 5 Suitable, Noncontiguous Habitat



Area of Detail Date: 7/22/2021



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# Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

Public Lands & CEs

3199 NELSON

Subject Parcel

## Boulder County Open Space

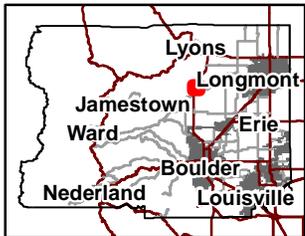
- County Open Space
- County Conservation Easement



0 0.05 0.1 Miles



Area of Detail Date: 7/22/2021



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## Parks & Open Space

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

December 13, 2023

Tom Roling  
CEM AND ASSOCIATES LLC  
357 S McCaslin Blvd, Suite 200  
Louisville, CO 80027  
tom@cemandassociates.com  
*Delivery by e-mail*

Re: Consent from Conservation Easement Program to Submit Exemption Plat Application for Outlot A of L'Heureux Country Estates NUPUD at 3199 Nelson Road

Dear Tom,

I reviewed your Exemption Plat application as it involves Outlot A of L'Heureux Country Estates NUPUD. Outlot A is encumbered by a conservation easement recorded in the real estate records of Boulder County, Colorado, on December 7, 1988, at Reception #956470 ('Conservation Easement').

Paragraph 2 of the Conservation Easement prohibits subdivision of Outlot A into two or more parcels unless the Outlot is re-subdivided under Boulder County Subdivision Regulations; therefore, the proposal to divide Outlot A into two outlots must be approved through the Exemption Plat process as evaluated by the Community Planning & Permitting Department (CP&P) for the Conservation Easement Program to consider the subdivision consistent with the terms of the Conservation Easement. Section 3-203.A.1.a of the Boulder County Land Use Code requires the county's co-signature on your application to CP&P. As the manager of the county's conservation easements, Parks & Open Space has co-signed your application so that it may be processed by CP&P.

Please note that Parks & Open Space reserves the right to submit comments and request conditions of approval during the application process. We look forward to reviewing the final application once it is referred out by CP&P.

Sincerely,

Liz Northrup  
Conservation Easement Program Supervisor  
303-678-6253  
[enorthrup@bouldercounty.gov](mailto:enorthrup@bouldercounty.gov)



This application is not to change use in any way.

The landowner wishes to separate Area A from Area B to form two separate parcels (see Exhibit A). This is to facilitate the possible future sale of these parcels separately. Area A surrounds the residential property at 3143 Nelson Rd. It makes sense to have the option to sell this parcel separately from Area B so that the buyer of the residential property would have the option to buy Area A along with it since it immediately surrounds the residential property – without having to also buy Area B.

Likewise, since Area B fronts the other five residences (Lots 2-6) in the development it would facilitate the purchase by one or a number of the other five residential property owners, or another buyer without obligating them to purchase Area A.

The driveway into the development creates a boundary between the parcels as well.

The estimated size of Area A is 20 acres and the estimated size of Area B is 68 acres.



# 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: Agencies and adjacent property owners  
FROM: Wesley Jefferies, Planner I  
DATE: March 4, 2024  
RE: **Docket EP-23-0004**

**Docket EP-23-0004: Roling Lot Division**

Request: Request to divide a 88-acre parcel, Outlot A of the L'Heureux County Estates NUPUD, into a 20-acre parcel and a 68-acre parcel at 3199 Nelson Rd.  
Location: 3199 Nelson Road, located at the northeast corner of the intersection of US-36 and Nelson Rd, in Section 07, Township 2N, Range 70W.  
Zoning: Agricultural (A) Zoning District  
Applicant/Property Owner: CEM and Associates LLC, c/o Tom Roling

Exemption Plats typically involve boundary line adjustments; however, they do not allow increases or decreases in approved densities. This process includes a public hearing before the Boulder County Board of County Commissioners. Adjacent property owners and holders of liens, mortgages, easements or other rights in the subject property are notified of these hearings.

The Community Planning & Permitting staff, Planning Commission, and County Commissioners value comments from individuals and referral agencies. Please check the appropriate response below or send a letter to the Community Planning & Permitting Department via mail (PO Box 471, Boulder, CO 80306) or email to [planner@bouldercounty.org](mailto:planner@bouldercounty.org). 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 303-441-3930 or email [planner@bouldercounty.org](mailto:planner@bouldercounty.org) to request more information. If you have any questions regarding this application, please contact me at 303-441-1705 or email [wjefferies@bouldercounty.org](mailto:wjefferies@bouldercounty.org) to request more information.

Please return responses to the above address by **March 19, 2024**.

We have reviewed the proposal and have no conflicts.

Letter is enclosed.

Signed *Liz Northrup* PRINTED Name Liz Northrup  
Agency or Address Conservation Easement Program at Boulder County Parks & Open Space  
Date 3/18/2024



## Parks & Open Space

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

March 18, 2024

Wesley Jefferies, Planner I  
Community Planning & Permitting Department  
2045 13<sup>th</sup> St.  
Boulder, CO 80302  
[wjeffries@bouldercounty.gov](mailto:wjeffries@bouldercounty.gov)  
*Delivery by e-mail*

Re: EP-23-0004 for Outlot A of L'Heureux Country Estates NUPUD at 3199 Nelson Road

Dear Wesley,

I reviewed the referral packet for EP-23-0004 involving Outlot A of L'Heureux Country Estates NUPUD. Outlot A is encumbered by a conservation easement recorded in the real estate records of Boulder County, Colorado, on December 7, 1988, at Reception #956470 ('Conservation Easement').

Paragraph 2 of the Conservation Easement prohibits subdivision of Outlot A into two or more parcels unless the Outlot is re-subdivided under Boulder County Subdivision Regulations; therefore, the proposal to divide Outlot A into two outlots must be reviewed and approved through this Exemption Plat process as evaluated by the Community Planning & Permitting Department (CP&P) for the Conservation Easement Program to consider the subdivision consistent with the terms of the Conservation Easement.

If CP&P determines that this subdivision is consistent with land use regulations and recommends approval, Parks & Open Space will require the property owner of Outlot A to sign a simple conservation easement amendment to update the legal description for the two new outlots created from the associated replat of L'Heureux Country Estates NUPUD.

The Conservation Easement Program has concerns about the long-term management of the proposed 20-acre parcel referenced as "Area A" in the application materials should ownership separate from Lot 1 of the L'Heureux Country Estates NUPUD. In staff's experience, absentee ownership of small conservation easement restricted outlots can result in deficient property management, potentially jeopardizing the conservation values that conservation easements are designed to protect; therefore, Parks & Open Space recommends that the resulting 20-acre outlot, referred to as Area A in the application materials, be tied to Lot 1 so they cannot be sold separately in the future.

Conservation Easement Program staff request that CP&P staff include the **following condition of approval** in the final staff determination:

1. The property owner of Outlot A of L'Heureux Country Estates NUPUD must work with Parks & Open Space Department staff to sign a conservation easement amendment over Outlot A of L'Heureux Country Estates NUPUD, which will change the legal description for Outlot A so that it matches the legal descriptions

of the two new outlots described in the resulting L'Heureux Country Estates NUPUD replat. This amendment must be signed and recorded in conjunction with the replat.

The Conservation Easement Program at Parks & Open Space does not have any conflicts with this docket if the above-described condition is included with any final county approvals.

Sincerely,

A handwritten signature in black ink that reads "Liz Northrup". The signature is written in a cursive style with a large initial "L".

Liz Northrup  
Conservation Easement Program Supervisor  
303-678-6253  
[enorthrup@bouldercounty.gov](mailto:enorthrup@bouldercounty.gov)



# 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](http://www.bouldercounty.org)

## Building Safety & Inspection Services Team

### MEMO

**TO:** Wesley Jefferies, Planner I  
**FROM:** Michelle Huebner, Plans Examiner Supervisor  
**DATE:** March 6, 2024

**RE:** Referral Response, EP-23-0004: Rolling Lot Division: Request to divide a 88-acre parcel, Outlot A of the L'Heureux County Estates NUPUD, into a 20-acre parcel and a 68-acre parcel at 3199 Nelson Rd.

Location: 3199 Nelson Road

Thank you for the referral. We have reviewed the proposal and have no conflicts with it.

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](mailto:building@bouldercounty.org)



## Parks & Open Space

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

**TO:** Wesley Jefferies, Community Planning & Permitting Department  
**FROM:** Ron West, Natural Resource Planner  
**DATE:** March 21, 2024  
**SUBJECT:** Docket EP-23-0004, Roling, 3199 Nelson Road

Staff has reviewed the submitted materials, and cannot support the proposal. It conflicts with the Comprehensive Plan, fragments agricultural lands, complicates management, and could set a precedence for future management of NUPUD outlots, which are intended for viable agricultural uses.

The protection of agricultural lands is one of the key pillars of the county Comprehensive Plan. Although only a small portion of the subject parcel is designated as Significant Agricultural Land of Statewide Importance, the entire parcel is currently used for agricultural. The first agricultural policy statement in the Comprehensive Plan states that, “It is the policy of Boulder County to promote and support the preservation of [all] agricultural lands” (AG 1.01).

Further, AG1.12 states that, “The county shall discourage the fragmentation of large pieces of agricultural land and to encourage the assemblage of smaller parcels into *larger, more manageable and productive tracts*” (emphases added).

The subject docket is directly counter to these policy statements of the Comprehensive Plan.

If it is acceptable to subdivide existing NUPUD outlots into smaller parcels, this would increase the number of owners/managers and likely differentiate and complicate the types of management occurring on multiple small parcels. One reason that outlots are a single large parcel is that it facilitates agricultural by maintaining large, viable fields or pastures. Fragmentation of agricultural lands also complicates dissemination of surface water rights and the maintenance of ditches.

In this subject case, conceivably the large outlot could be divided into, say, six parcels, one for each of the developed lots in the NUPUD. Some resulting landowners may continue agricultural uses. However, others may decide to “manage” their small parcel by benign neglect – leaving the land in a fallow state and allowing non-native weed species to proliferate, and still others may manage their small piece as an “extension” of a backyard or a front yard, pursuing whatever is allowed under open agricultural use, which is very broad.

If it is acceptable to subdivide, such divisions of the county’s numerous NUPUD outlots could continue, across the entire Plains Planning Area. This is directly counter to the county’s goal of maintaining a robust and viable agricultural community.

Staff recommends that the proposal be denied.





# Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302

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

Tel: 303-441-3930 • [www.BoulderCounty.gov](http://www.BoulderCounty.gov)

March 18, 2024

**TO:** Wesley Jefferies, Planner I; Community Planning & Permitting, Development Review Team - Zoning

**FROM:** Brian P. Kelly, Planner II; Community Planning & Permitting, Development Review Team – Access & Engineering

**SUBJECT:** Docket # EP-23-0004: Roling Lot Division– 3199 Nelson Road

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

1. The subject property has access from Nelson Road, a paved County owned and maintained right-of-way (ROW) with a functional classification of Minor Arterial. Legal access has been demonstrated via adjacency to this ROW.
2. Due to the limited scope of this proposal, no alterations to any accesses are expected at this time. Staff has no concerns with the lot division request as proposed.

This concludes our comments at this time.

# L'HEUREUX COUNTRY ESTATES N.U.P.U.D.

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., EXCEPT THE FOOTHILLS HIGHWAY RECORDED BOULDER COUNTY RECORDS AT RECEPTION NO. 593100; ALSO, THE NORTH 40.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, OF THE AFORESAID TOWNSHIP AND RANGE, EXCEPT THE FOOTHILLS HIGHWAY COUNTY OF BOULDER, STATE OF COLORADO.

GROSS TOTAL ACRES = 120.41 ACRES (30 ACRES DEVELOPED)  
NET TOTAL ACRES = 117.42 ACRES (LESS FOOTHILLS HIGHWAY)

DATE AUGUST 5, 1988

DEDICATION/ACKNOWLEDGEMENT

KNOW ALL PERSONS BY THESE PRESENTS: THAT THE UNDERSIGNED, LON J. L'HEUREUX & CAROL A. L'HEUREUX ARE THE OWNERS AND PROPRIETORS OF THE LAND SITUATED IN BOULDER COUNTY AND LYING WITHIN L'HEUREUX COUNTRY ESTATES N.U.P.U.D., A SUBDIVISION OF A PART OF SECTION 7 AND 18, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE FOOTHILLS HIGHWAY AS EVIDENCED BY SAID HIGHWAY'S EAST RIGHT-OF-WAY FENCE ON THE SOUTH LINE OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 7 BEARS N09° 30' 37" W, 94.04 FEET;

THENCE S89° 11' 30" E, 1175.48 FEET ALONG THE EAST LINE OF SAID HIGHWAY AS EVIDENCED BY A RIGHT-OF-WAY FENCE;

THENCE N03° 30' 00" E, 143.25 FEET ALONG THE EAST LINE OF SAID HIGHWAY, AS EVIDENCED BY A RIGHT-OF-WAY FENCE, TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7;

THENCE S89° 27' 07" E, 2504.55 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 AT THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4;

THENCE N00° 00' 10" W, 1316.04 FEET TO THE NORTHWEST CORNER OF SAID WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4;

THENCE S89° 23' 36" E, 668.37 FEET TO THE NORTHEAST CORNER OF THE SAID WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4;

THENCE S00° 02' 25" E, 2628.65 FEET TO THE SOUTHEAST CORNER OF THE SAID WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4;

THENCE N89° 41' 04" W, 663.89 FEET TO THE SOUTHWEST CORNER OF THE SAID WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AND ALSO BEING THE SOUTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7;

THENCE N89° 30' 37" W, 1307.31 FEET ALONG THE SOUTH LINE OF THE SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE NORTH 40 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M.

THENCE S00° 04' 44" E, 40.00 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTH 40 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4;

THENCE N89° 30' 37" W, 1196.83 FEET ALONG THE SOUTH LINE OF THE SAID NORTH 40 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, TO THE EASTERN LINE OF THE FOOTHILLS HIGHWAY AS EVIDENCED BY SAID HIGHWAY'S EAST RIGHT-OF-WAY FENCE;

THENCE N43° 34' 50" E, 23.94 FEET ALONG THE EAST LINE OF SAID HIGHWAY AS EVIDENCED BY A RIGHT-OF-WAY FENCE, TO THE POINT OF BEGINNING;

THENCE N00° 01' 20" E, 22.80 FEET ALONG THE EAST LINE OF SAID HIGHWAY AS EVIDENCED BY A RIGHT-OF-WAY FENCE, TO THE POINT OF BEGINNING;

EXCEPT THAT UNDESCRIBED PORTION OF NELSON ROAD IN THE SAID WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE SAID SOUTH 1/2 OF THE SOUTHWEST 1/4;

THE ABOVE DESCRIBED TRACT INCLUDING NELSON ROAD CONTAINS 117.42 ACRES MORE OR LESS.

THAT WE HAVE CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS L'HEUREUX COUNTRY ESTATES N.U.P.U.D. A SUBDIVISION IN THE COUNTY OF BOULDER, STATE OF COLORADO, AND DO HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF REQUIRED IMPROVEMENTS AND DO HEREBY DEDICATE AND SET APART ALL OF THE ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER, AND UNLESS OTHERWISE SPECIFICALLY NOTED BY REFERENCE ON THIS PLAT, DO HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE ACCOMPANYING PLAT AS EASEMENTS TO BOULDER COUNTY FOR THE PURPOSE(S) SHOWN HEREON, AND DO HEREBY GRANT TO BOULDER COUNTY THE RIGHT TO REGULATE THE INSTALLATION AND MAINTENANCE OF NECESSARY STRUCTURES, FACILITIES AND/OR IMPROVEMENTS BY THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

IN WITNESS WHEREOF I HERETO SET MY HAND THIS DAY OF 8 MONTH NOVEMBER 19 88  
LON J. L'HEUREUX CAROL A. L'HEUREUX

ACKNOWLEDGEMENT

STATE OF COLORADO )  
COUNTY OF BOULDER ) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY Nov. 08, 19 88, by LON J. L'HEUREUX & CAROL A. L'HEUREUX, OWNERS AND PROPRIETORS OF THE LYKIN GULCH FARM WITNESS MY HAND AND OFFICIAL SEAL MY COMMISSION EXPIRES: 6-21-89  
Carol A. L'Heureux  
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, JAMES T. HASELWOOD, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS OF RECORD, OR OTHER OWNERSHIPS IN EVIDENCE, OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREBEFORE DESCRIBED LAND EXCEPT AS SHOWN ON THIS PLAT OF L'HEUREUX COUNTRY ESTATES N.U.P.U.D. THAT THIS PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON NOV. 7, 1988 BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 0.01 FEET; AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH SUBDIVISION AND/OR SURVEYING OF LAND AND ALL PROVISIONS WITHIN MY CONTROL OF THE BOULDER COUNTY SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS 7TH DAY OF NOVEMBER, 19 88.

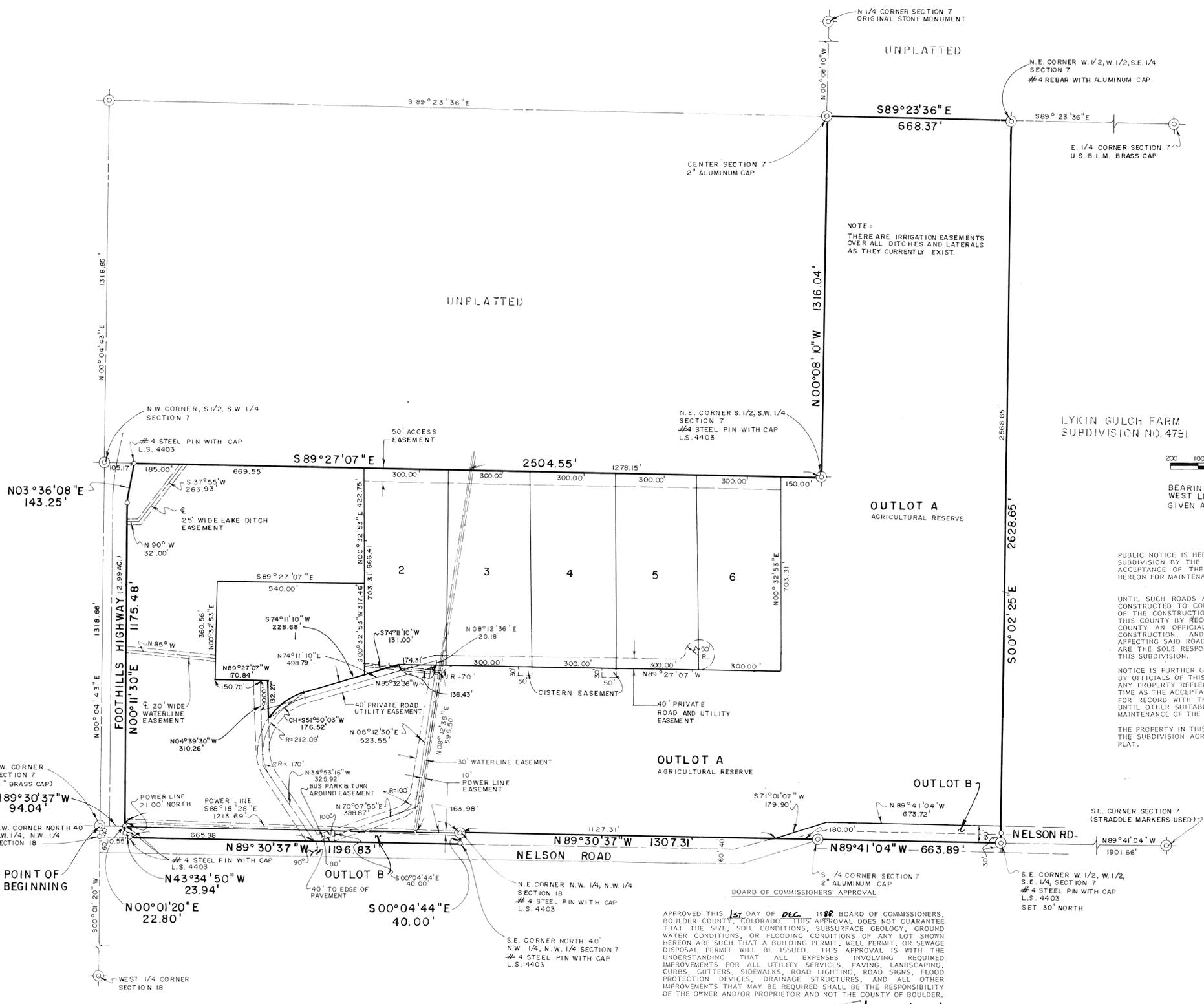
APPROVED THIS 19 day of OCTOBER, 19 88  
PLANNING COMMISSION, BOULDER COUNTY, COLORADO.  
James T. Haselwood  
COLORADO REGISTERED  
LAND SURVEYOR NO. 4403

CLERK AND RECORDER'S CERTIFICATE  
STATE OF COLORADO )  
COUNTY OF BOULDER ) SS

I, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 10:37 A.M. O'CLOCK, THIS 7th DAY OF December, 19 88 AND IS DULY RECORDED IN PLAN FILE P-22 F-4 #6 FEES \$ 10.00 PAID.

RECEPTION # 956467  
FILM # 1557  
Charles Houston  
Collector P. Wadde  
DEPUTY

P-22 F-4 #6  
P-22 F-4 #6



NOTE:  
THERE ARE IRRIGATION EASEMENTS OVER ALL DITCHES AND LATERALS AS THEY CURRENTLY EXIST.



BEARINGS ARE DEFLECTED FROM THE WEST LINE OF THE S.W. 1/4 OF SECTION 7 GIVEN AS BEARING N00° 04' 43\"/>

NOTICE

PUBLIC NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE COUNTY OF BOULDER DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS AND OTHER IMPROVEMENTS REFLECTED HEREON FOR MAINTENANCE BY SAID COUNTY.

UNTIL SUCH ROADS AND OTHER IMPROVEMENTS ARE SATISFACTORILY CONSTRUCTED TO COUNTY REQUIREMENTS AND MEET THE CONDITIONS OF THE CONSTRUCTION PERMIT AND ARE SPECIFICALLY ACCEPTED BY THIS COUNTY BY RECORDING WITH THE CLERK AND RECORDER OF THIS COUNTY AN OFFICIAL ACCEPTANCE RESOLUTION THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID ROADS AND OTHER IMPROVEMENTS AND RIGHT-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE LAND WITHIN THIS SUBDIVISION.

NOTICE IS FURTHER GIVEN THAT NO BUILDING PERMITS WILL BE ISSUED BY OFFICIALS OF THIS COUNTY FOR IMPROVEMENTS OF ANY NATURE ON ANY PROPERTY REFLECTED ON THIS PLATTED SUBDIVISION UNTIL SUCH TIME AS THE ACCEPTANCE AS HEREIN ABOVE DESCRIBED HAS BEEN FILED FOR RECORD WITH THE CLERK AND RECORDER OF THIS COUNTY, OR UNTIL OTHER SUITABLE PROVISION IS MADE FOR COMPLETION AND/OR MAINTENANCE OF THE ROADS AND OTHER IMPROVEMENTS.

THE PROPERTY IN THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS OF THE SUBDIVISION AGREEMENT RECORDED IMMEDIATELY FOLLOWING THIS PLAT.

PLANNING COMMISSION APPROVAL

APPROVED THIS 19 day of OCTOBER, 19 88  
PLANNING COMMISSION, BOULDER COUNTY, COLORADO.

James T. Haselwood  
LAND SURVEYOR NO. 4403

AUTHORIZATION TO RECORD

I, Ed Telfe SECRETARY TO THE BOULDER COUNTY PLANNING COMMISSION, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE ALL CONDITIONS OF COUNTY APPROVAL OF THIS PLAT OF L'HEUREUX COUNTRY N.U.P.U.D. HAVE BEEN FULLY SATISFIED, AND THAT THE SAME IS HEREBY AUTHORIZED FOR RECORDATION.

WITNESS MY HAND ON THE 1ST DAY OF DEC, 19 88.

Ed Telfe  
SECRETARY TO THE BOULDER COUNTY PLANNING COMMISSION

APPROVED THIS 1st DAY OF DEC, 19 88 BOARD OF COMMISSIONERS, BOULDER COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUND WATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT, OR SEWAGE DISPOSAL PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR PROPRIETOR AND NOT THE COUNTY OF BOULDER.

ATTEST: Carl A. Gardiner Clerk of Board  
Stephen Heath

#00954467 12/07/88 10:37 AM REAL ESTATE RECORDS F1557 CHARLOTTE HOUSTON BOULDER COUNTY CO RECORDER

5-1

CCNSERVATION EASEMENT

This Conservation Easement is granted by LOW L'HEUREUX  
(Grantor) on the 1<sup>st</sup> day of DEC, 1988 to the County of Boulder  
(Grantee), a body corporate and politic ("County").

WHEREAS, the Grantor is the owner of Outlot A on the plat  
of L'HEUREUX COUNTY ESTATES Subdivision, a part of the SOUTH HALF  
of Section, 7, Township 2N, Range 70, West of  
the 6th P.M. in the County of Boulder, State of Colorado; and

WHEREAS, the Grantor has received approval of a Non-Urban  
Planned Unit Development; and

WHEREAS, the Grantor has been allowed greater density in con-  
sideration of his agreement to preserve agricultural land or land  
designated for preservation in the Environmental Resources Element of  
the Boulder County Comprehensive Plan through this conservation ease-  
ment; and

WHEREAS, the parties intend to preserve open land for agricultural  
purposes or other purposes designated in the Environmental Resources  
Element of the Boulder County County Comprehensive Plan;

NOW, THEREFORE, for good and valuable consideration the Grantor  
hereby grants and conveys to the County, a conservation easement in  
gross pursuant to Title 38, Article 30.5 of the 1973 Colorado Revised  
Statutes over Agricultural Outlot A of the L'HEUREUX COUNTY ESTATES  
Subdivision ("Outlot").

The terms of this easement are as follows:

1. The Grantor shall not erect on the Outlot any residential  
structures or any other structure which are not accessory to an  
agricultural use.

2. The Grantor shall not divide the Outlot into two or more  
parcels, separate interests or interests in common unless such  
division is one which is excluded from the statutory definition of  
"subdivision" by C.R.S. 30-28-101(10)(c)(V11), or is exempted under  
C.R.S. 30-28-101(10)(d), as amended, or unless the Outlot is re-  
subdivided under the Boulder County Subdivision Regulations.

5-2

3. The Grantor shall not erect, construct or expand any structure and/or pavement on the Outlot such that the total coverage of structure and/or pavement on the Outlot exceeds ten(10) acres or ten percent (10%) of the area of such Outlot, whichever is less unless such structure or pavement is accessory to a principal open agricultural use and is required by government regulation.

4. Agriculturally related buildings and structures may be permitted on the Outlot if (a) they are not used for residential purposes, (b) they are constructed and used as accessory structures to a single principal use of agriculture, and (c) they are in accordance with County Land Use Regulations.

5. The County shall have the right to enter upon the Outlot to inspect for violations of the terms and covenants of this easement and to remove or eliminate any conditions or operations which violate the same. No further right of access entry or possession is conveyed hereby.

6. This easement shall run with the land and shall remain an easement on the land until terminated or transferred according to one of the following provisions:

A. Termination

(1). This easement shall terminate pursuant to C.R.S. 38-30.5-107 as amended, provided both the Planning Commission and the Board of County Commissioners have determined that such termination would be consistent with the then current Boulder County Comprehensive Plan and County Land use Regulations.

(2). This easement shall terminate upon annexation of the Outlot to a municipality, provided such annexation and proposed use are determined by the Boulder County Planning Commission and the Boulder County Board of County Commissioners to be accordance with the Comprehensive Plan mutually adopted by the municipality and Boulder County.

(3). This easement may be terminated and another easement substituted upon approval of the Boulder County Planning Commission and the Boulder County Board of County Commissioners, with the consent of the Grantor, if:

(a). A new Comprehensive Plan has been adopted

by Boulder County, which Plan would permit the construction on the property of additional residences or structures not accessory to the principal use of agriculture; or the present Boulder County Comprehensive Plan is amended, which amended Plan permit the construction on the property of additional residences or structures not accessory to the principal use of agriculture; and

(b). The Zoning, the Boulder County Land use Regulations or policies of Boulder County are amended or modified in such a manner as to permit further development or subdivision of this Outlot; and

(c). A new conservation easement is received which is in conformance with the current adopted Comprehensive Plan.

B. Transfer. With the consent of the owner(s) of the underlying fee interest, the Grantee may transfer this easement to a governmental entity or to a charitable organization exempt under Section 501(c)(3) of the "Internal Revenue Code of 1954", as amended, which organization was created at least two years prior to the transfer, provided:

(1). Both the Boulder County Planning Commission and Board of County Commissioners have determined that such transfer is consistent with the then current Boulder County Comprehensive Plan and Boulder County Land Use Regulations; and

(2). The Owner(s) of the underlying fee interest receive(s) compensation equal to the fair market value of the easement less costs of transfer or waive(s) such compensation; and

(3). A covenant is placed on the property requiring that any development be consistent with the then current Boulder County Comprehensive Plan.

It is understood, that Grantee may require compensation for and attach conditions to these transfers, and that these conditions may include restrictions of the future use of the Outlot.

7. This Agreement and covenants as set forth herein shall run with the land and be binding upon all parties thereto, their heirs, successors, representatives, and assigns and all persons who

5-4

may hereafter acquire an interest in the Outlot or any part thereof. It is intended that the conservation easement and any other interests created under this agreement vest immediately. If any future interest in land are created, those interests shall vest, if at all, within the lives of the undersigned plus twenty years and 364 days.

IN WITNESS WHEREOF, the said Grantor has caused his name to be hereunto subscribed the day and year first above written.

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be 'S. Hill'.

5-5

Grantor

STATE OF COLORADO )  
 ) ss  
COUNTY OF BOULDER )

The foregoing instrument was acknowledged before me this  
1st day of December, 1988, by Lon L'Heureux.

Witness my hand and official seal.

My commission expires: 2/14/89



Zella Orendoff  
Notary Public

IN WITNESS AND ACCEPTANCE WHEREOF, the said County has  
caused its name to be hereunto subscribed the day and year first  
above written.

Joseph W. Heath  
Chairman

ATTEST: Carol A. Gardiner  
Clerk to the Board



## Land Use Department

2040 14th Street • 14th & Spruce Streets • Administrative Services Building, 2nd Floor • Boulder, Colorado 80302 • (303) 441-3930

December 1, 1988

Mr. Lon L'Heureux  
P.O. Box 17490  
Boulder, CO 80308

Dear Mr. L'Heureux:

The purpose of this letter is to certify that at a hearing of the Board of County Commissioners of the County of Boulder, State of Colorado, duly called and held on December 1, 1988, in consideration of the request described as follows:

Docket #SD-88-19 - L'Heureux Country Estates

Request: Approval of Combined Subdivision Process and Site Specific Development Plan

Location: Northeast corner of Hwy.36 and Nelson Road, Section 7, T2N, R70W

the following action was taken:

The Board of County Commissioners of the County of Boulder, State of Colorado, APPROVED the request for the Combined Subdivision Process and Site Specific Development Plan provided that the applicant meet the post approval requirements as stated in Section 5-901 of the Subdivision Regulations.

For your information and recollection, Article 2-107 of the County Subdivision Regulations states that this Final Plat approval shall expire if all Final Plat documents are not complete and properly recorded within one year from the date of approval by the Commissioners.

If you have any questions concerning this action, please feel free to contact me at the Planning Office at 441-3930.

Sincerely,

Rosi Evans,  
Planning Technician, Operational Division

RE/bb

PUBLIC NOTICE.

COUNTY OF BOULDER, COLORADO

SITE SPECIFIC DEVELOPMENT PLAN

Notice is hereby given that on December 1, 1988 the Board of County Commissioners approved the following:

Docket #SD-88-19 - L'Heureux Country Estates NUPUD, Sketch Plan, Preliminary Plat, Final Plat and Site Specific Development Plan for 6 lots in the Agricultural Zoning District by Lon L'Heureux in accordance with provisions of the Boulder County Zoning Resolution and Subdivision Regulations. The proposed subdivision is located on the northeast corner of Highway 36 in Section 7, T2N, R70W.

Information regarding this item, including a complete legal description, is available at the Boulder County Land Use Department (2040 14th Street, Boulder, Colorado, 80302, 441-3930, or from Longmont, 678-6060, Ext.3930, office hours - 8:00 a.m. to 4:30 p.m.) for public examination and review.



Rosi Evans, Planning Technician  
FOR: Josie Heath, Chair

Published:  
Monday, December 12, 1988  
Boulder Daily Camera  
Longmont Daily Times-Call



# Land Use Department

2040 14th Street • 14th & Spruce Streets • Administrative Services Building, 2nd Floor • Boulder, Colorado 80302 • (303) 441-3930

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Boulder County Planning Staff *RC*  
DATE: December 1, 1988

### Staff Recommendation

Docket #SD-88-19 - L'Heureux Country Estates NUPUD/SP/PP/FP

Location: North Foothills Highway and Nelson Road

Applicant: Lon L'Heureux

Boulder County Comprehensive Plan Designations:  
Non-Urban Residential, Minor Geologic Hazards, Proposed Bike Lane along Nelson Road, Proposed County Open Space-Scenic Area along N. Foothills Highway

Zoning: Agricultural

Request: Approval of a Combined Subdivision Process for a 6 lot and 2 outlot NUPUD on approximately 120 acres

Planning Commission: Approval October 19, 1988

### DISCUSSION

This application is a Combined Subdivision Process for Sketch Plan, Preliminary Plan, and Final Plat for an NUPUD. The applicant is proposing 6 lots of approximately 5 acres each comprising 25% of the 120 acres, 1 outlot of approximately 90 acres with a conservation easement, and 1 outlot to be dedicated to Boulder County as right-of-way. The outlots equal 75% of the total acreage.

The L'Heureux Country Estates NUPUD is located east of North Foothills Highway and north of Nelson Road. The 120± acres is grazing land with a gentle slope to the southeast. There is an existing dwelling on Lot 1 recently built by the applicant. The proposed NUPUD would cluster the 6 lots along the north boundary of the property. A 25 foot wide easement across the northwest corner of Outlot A has been identified on the plat for the Lake Ditch. There are numerous ditch laterals that do not have recorded easements, and are not being

used, but are noted on the Sketch Plan. Lefthand Water Supply Company has approved 5 additional water taps for this subdivision (one already existing for new home). Individual septic systems will be used on all six lots (one already existing), and percolation tests show adequate soils for those systems.

The applicant originally proposed two private roads with a single access point on Nelson Road. At Planning Commission, the applicant agreed to one road as staff recommended and has realigned the southern boundary line of Lots 1 and 2 abutting that road. The private road will have a 50 foot turning radius cul-de-sac at the east end on Lot 6 and will be maintained by the homeowners.

### REFERRALS

The Public Works Department had the following requests which the applicant has completed:

1. The driveway must be at a 90° angle to Nelson Road for a minimum distance of 40 feet from the edge of the travelled way.
2. An additional 30 feet of right-of-way along Nelson Road needs to be dedicated to Boulder County (for a total of 60 feet right-of-way from the centerline of the road) and identified as Outlot B on the plat.
3. Construction plans are needed for the waterline, private road, and fire cisterns.
4. Provide survey closure tapes.

Lefthand Fire Protection District has indicated that since the available 4 inch water line is not sufficient for a fire hydrant, a 10,000 gallon storage system with a gate valve system connected to a 4 inch feeder line would be acceptable for fire protection. The applicant is proposing to do this with two sets of two 2500 gallon cisterns to be located directly south of Lots 3 and 4.

The Soil Conservation Service requested a study on the effects of construction on the irrigation ditch. They also expressed concern with weed control and proper grazing on the property. The Lefthand Ditch Company expressed no conflict with this proposal with relation to the existing ditches. The County Weed Control Officer inspected the site and indicated no noxious weeds found. The applicant has submitted a management plan on Outlot A addressing potential over-grazing and erosion concerns, and the historic drainage flow through the property into Lykins Gulch. The State Geologist's Office recommended that because of potential for perched ground water, subsurface drainage may be required around house and specifically engineered septic systems. The applicant's engineer also addressed this issue in this report and outlines specifics on how to deal with it. The Geologist's Office also recommended

testing of radon gas after construction of homes. This recommendation has been passed on to the applicant.

The State Highway Department requested the County to consider the overall impact of area development on the intersection of North Foothills Highway and Nelson Road. The Public Works Department indicated this subdivision would not have a significant impact on the intersection.

The County Parks and Open Space Department requested the parks dedication be cash-in-lieu. The St. Vrain School District requested land dedication or cash-in-lieu. Student impact from this NUPUD would be approximately 2 students at Hygiene Elementary (over capacity), 1 student at Longmont Junior High and 1 student at Niwot High School. The applicant is proposing to construct a school bus waiting pad north of Nelson Road on the private road.

#### CRITERIA

Staff has reviewed this request with respect to the criteria for Sketch Plan approval of Section 3-701(4) of the Boulder County Subdivision Regulations as follows:

1. Water taps are available from Lefthand Water Supply Company.
2. No public sewage disposal system is proposed.
3. Septic permits for individual sewage disposal systems will be issued by Boulder County Health Department.
4. The proposed lot locations are on the higher portion of the property.
5. The engineer's report submitted by the applicant is adequate to mitigate any impacts of hazards.
6. The Lefthand Fire District has requested a fire cistern system which the applicant has agreed to construct.
7. The proposal conforms to the Comprehensive Plan and Capital Improvements Plan. The design of a portion of Outlot A complies with the proposed scenic area along North Foothills Highway.
8. The proposal meets Subdivision Design criteria.
9. The proposal conforms to the provisions of the Boulder County Zoning Resolution including the NUPUD Zoning Requirements outlined in Section 21-202.
10. The proposal meets all planning and engineering requirements of Boulder County.

With regard to requirements of Section 5-701 for Final Plat approval:

The Final Plat is consistent with Sketch Plan and Preliminary Plan. No problems are foreseen with the septic systems and water taps. There will be a single access point on Niwot Road. The applicant plans to install a cistern system as requested by the Lefthand Fire District. The applicant has identified on the Final Plat the additional 30 foot wide road right-of-way along Nelson Road as Outlot B.

The Planning Commission reviewed and approved this request on October 19, 1988. At that time, the only item discussed was the applicant's water situation in relation to Outlot A. The applicant indicated that his 10 shares of Lefthand Water would entitle him to free water when available. The applicant has since submitted a management plan for Outlot A.

Staff Recommendation  
SD-88-19  
December 1, 1988  
Page 4

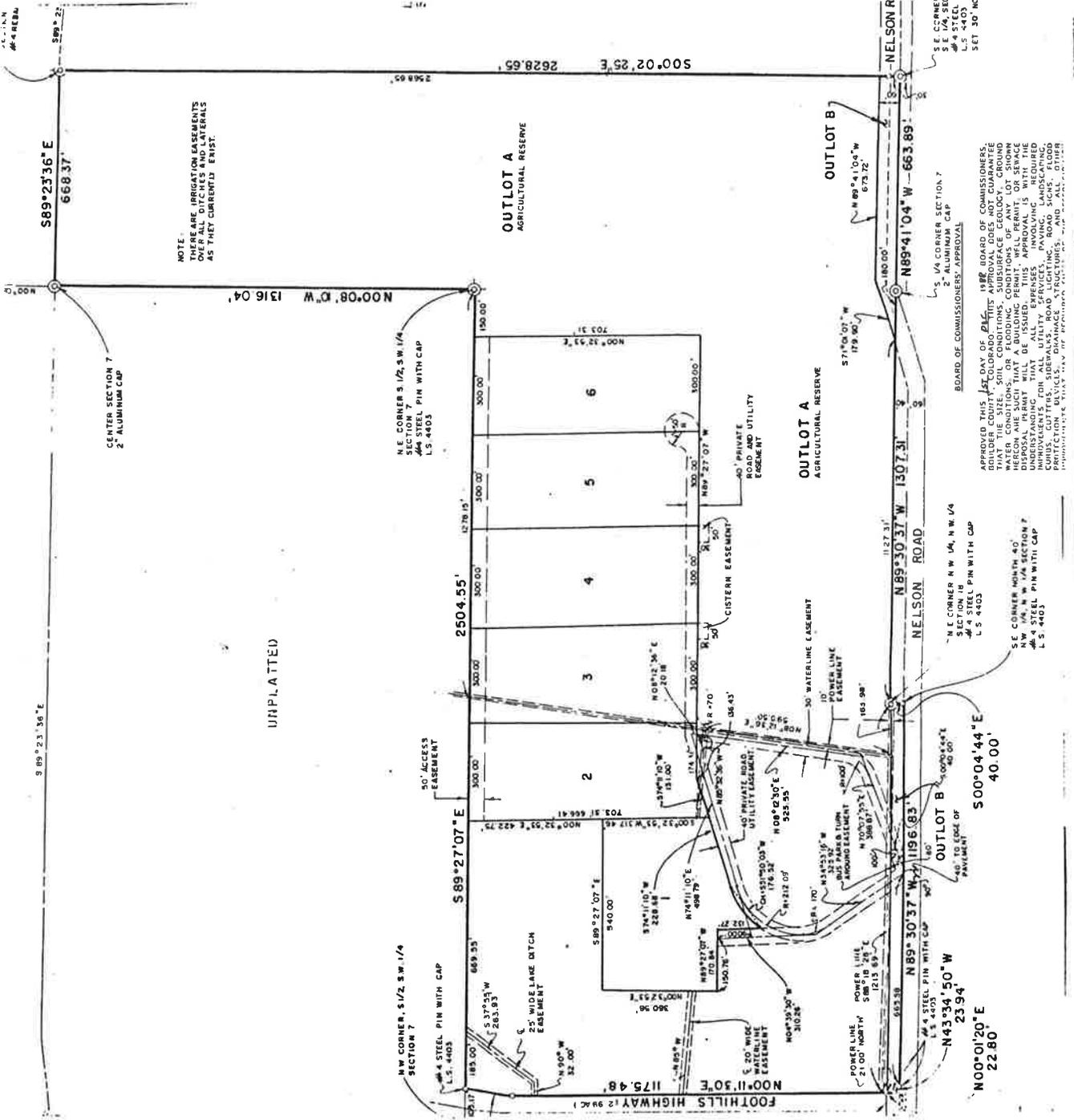
RECOMMENDATION

The Land Use staff and the Planning Commission recommend that the Board of County Commissioners approve Sketch Plan, Final Plat, and Site Specific Development Plan for Docket #SD-88-19, L'Heureux Country Estates NUPUD, provided that the applicant meet the post-approval requirements as stated in Section 5-901. of the Subdivision Regulations.

RE/bb

rec.boc.l'heureux estat.lu1604

# L'HEUREUX COUNTRY ESTATES N.U.P.U.D.



NOTE:  
THERE ARE IRRIGATION EASEMENTS  
OVER ALL DITCHES AND LATERALS  
AS THEY CURRENTLY EXIST.

UNPLATTED

APPROVED THIS 15<sup>TH</sup> DAY OF JULY, 1988, BOARD OF COMMISSIONERS,  
BOULDER COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE  
THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE BOARD  
WATER CONDITIONS, OR FLOODING, CONDITIONS OF ANY LOT SHOWN  
HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT, OR SEWAGE  
UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED  
CONSTRUCTION OF UTILITY SERVICES, PAVING, LANDSCAPING,  
CONSTRUCTION OF SIDEWALKS, ROAD, AND ALL OTHER  
NECESSARY UTILITIES SHALL BE THE RESPONSIBILITY OF THE APPLICANT.

APPROVED THIS 15<sup>TH</sup> DAY OF JULY, 1988, BOARD OF COMMISSIONERS,  
BOULDER COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE  
THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE BOARD  
WATER CONDITIONS, OR FLOODING, CONDITIONS OF ANY LOT SHOWN  
HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT, OR SEWAGE  
UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED  
CONSTRUCTION OF UTILITY SERVICES, PAVING, LANDSCAPING,  
CONSTRUCTION OF SIDEWALKS, ROAD, AND ALL OTHER  
NECESSARY UTILITIES SHALL BE THE RESPONSIBILITY OF THE APPLICANT.

cc: BOCC  
Haddie  
Rosie

OCTOBER 24, 1988

COUNTY OF BOULDER, COLORADO  
BOARD OF COUNTY COMMISSIONERS  
BOULDER COUNTY LAND USE DEPARTMENT  
2040 14TH STREET  
BOULDER, COLORADO 80302

DOCKET #SD-88-19  
LON L'HEUREUX  
COUNTRY ESTATES NUPUD

DEAR COMMISSIOERS,

JUST A NOTE TO LET YOU KNOW I AM A PROPERTY OWNER IN THE AREA AND I APPROVE OF THE REQUEST OF AN NUPUD COMBINED SUBDIVISION PROCESS AND SITE SPECIFIC DEVELOPMENT PLAN FOR 6 LOTS IN THE AGRICULTURAL ZONING DISTRICT BY LON L'HEUREUX.

VERY TRULY YOURS,

*Gerald R. Colp*

GERALD R. COLP  
40 W. 4TH STREET  
SUITE 1308  
DAYTON, OHIO 45402

RECEIVED  
COUNTY COMMISSIONERS OFFICE  
OCT 27 1988  
READ BY \_\_\_\_\_  
TIME \_\_\_\_\_

CERTIFICATION OF RESOLUTION

TO: Board of County Commissioners  
FROM: Boulder County Planning Commission

This is to certify that at a meeting of the Planning Commission of the County of Boulder, State of Colorado, duly called and held on Wednesday, October 19, 1988 the following resolution was duly adopted:

"Be it resolved by the Planning Commission of the County of Boulder, State of Colorado, that it recommend to the Board of County Commissioners of said county APPROVAL of the request described as follows:

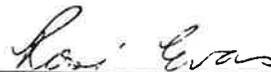
Docket #SD-88-19 - L'Heureux Country Estates NUPUD

Request for approval of an NUPUD Combined Subdivision Process and Site Specific Development Plan for 6 lots in the Agricultural Zoning District by Lon L'Heureux in accordance with provisions of the Boulder County Zoning Resolution and Subdivision Regulations. The proposed subdivision would be located on the northeast corner of Highway 36 and Nelson Road, in Section 7, T2N, R70W.

Subject to the following conditions:

1. That the applicant meet the design requirements of the Public Works Department for the driveway intersection at Nelson Road.
2. That construction plans for the waterlines, road, and fire cisterns be submitted to the Public Works Department.
3. That Outlot B is noted on the Final Plat and dedicated to Boulder County as road right-of-way 30 feet from the existing right-of-way from the centerline of Nelson Road.
4. That one private road access the 6 building lots.
5. That a management plan for Outlot A be submitted.
6. That a letter of no conflict from Lefthand Ditch Company be submitted.
7. That the applicant meet the post-approval requirements as stated in Section 5-901 of the Subdivision Regulations.

Dated at Boulder, Colorado this 1st day of December, 1988."



Rosi Evans, Planning Technician, For:  
Ed Tepe, Secretary  
Boulder County Planning Commission



# Land Use Department

2040 14th Street • 14th & Spruce Streets • Administrative Services Building, 2nd Floor • Boulder, Colorado 80302 • (303) 441-3930

October 12, 1988

Lon L'Heureux  
P.O. Box 17490  
Boulder, CO 80308

Re: Docket #SD-88-19, L'Heureux Country Estates

Dear Mr. L'Heureux:

Enclosed please find a copy of the staff recommendation for Docket #SD-88-19, L'Heureux Country Estates NUPUD, scheduled to be reviewed by the Planning Commission on October 19, 1988.

As per our recent phone conversation, the following is a summary of issues identified at our Docket Review Staff Meeting on October 5, 1988.

1. The Public Works Department requires the single access point on Nelson Road to be a driveway at a 90° angle to Nelson Road for a minimum distance of 40 feet from the edge of the travelled way. An additional 30 feet of right-of-way on Nelson Road (total of 60 feet right-of-way from centerline) needs to be dedicated as such to Boulder County and identified as Outlot B on the Final Plat. In addition, Public Works needs construction plans for the waterline, roads, and fire protection cisterns to enable them to make the necessary inspections.
2. Staff finds that one interior road could adequately serve all six lots as opposed to the proposed two roads. An additional road would split the outlot and thereby, split the agricultural use on that outlot.
3. Since we have not received a referral response from Lefthand Ditch, please submit a written response from the ditch company indicating no conflict with this proposal.
4. Also enclosed is a sample copy of the Development/Subdivision Agreement that needs to be incorporated into your draft of the Subdivision Agreement previously submitted.
5. A management plan for Outlot A has been requested to address potential over-grazing and erosion concerns.
6. The invoice from the Colorado Geological Survey has been enclosed. This \$190.00 fee is for their review of your NUPUD. Please make the check payable to "Colorado Geological Survey".

Mr. Lon L'Heurueux  
October 12, 1988  
Page 2

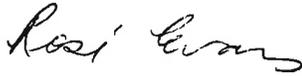
7. A copy of the final signed contract with Lefthand Water for the water taps must be submitted before final approval and will become Exhibit A of the Development/Subdivision Agreement.

8. The Parks and Schools Dedication requirements will be met by cash-in-lieu as outlined in the Subdivision Regulations (minimum of \$500.00 each or \$1,000.00 total).

9. Don Welch, Zoning Inspector, will contact you regarding the sign violations on your property.

If you have any questions regarding the above-mentioned issues, please call me at 441-3930.

Sincerely,



Rosi Evans  
Planning Technician, Operational Division

RE/bb

let.l'heureux.lu1604



# Land Use Department

2040 14th Street • 14th & Spruce Streets • Administrative Services Building, 2nd Floor • Boulder, Colorado 80302 • (303) 441-3930

October 19, 1988

Lon L'Heureux  
L'Heureuk Construction  
3143 Nelson Road  
Longmont, CO 80501

Dear Mr. L'Heureux:

With reference to the two (2) existing signs on the above-referenced property, please be advised as follows:

- 1) Article 28-247 of the Boulder County Zoning Resolution permits a home occupation in the Agriculture District such as L'Heureux Construction. A copy of this Article is attached for your files.
- 2) Among other criteria, only an identification sign (1) of no more than 2 square feet is permitted to locate/identify a home occupation.
- 3) Therefore, it would be requested that the two existing signs be removed and replaced with one, 2 sq.ft. identification sign.

With reference to our discussion regarding the entrance gate, please be advised that any "fence" of more than 6' requires a building permit and is required to meet minimum setbacks, which in this case would be 35'. It will be necessary to obtain variance from the Board of Adjustment for placement closer to the front property line. This matter will more appropriately be discussed with you in the near future.

If you should have any questions regarding this letter, please don't hesitate to contact me at 441-3930.

Sincerely,  
*Don L. Welch*  
Don L. Welch  
Zoning Inspector

*ACCORDING TO  
APPLICATION - WILL  
REPLACE 2 EXISTING  
SIGNS WITH ONE 2' X 2' SIGN.*

PUBLIC NOTICE

COUNTY OF BOULDER, COLORADO

BOARD OF COUNTY COMMISSIONERS

Date: December 1, 1988

Time: 9:00 a.m.

Place: Commissioners Hearing Room  
Third Floor, Middle Building  
Courthouse Square  
Boulder, Colorado

Notice is hereby given that a public hearing will be held by the Board of County Commissioners of the County of Boulder at the time and place specified above. All persons in any manner interested in the following item are requested to attend such hearing and aid the Commissioners in their consideration of this matter.

PUBLIC HEARING

Docket #SD-88-19 - L'Heureux Country Estates NUPUD

Request for approval of an NUPUD Combined Subdivision Process and Site Specific Development Plan for 6 lots in the Agricultural Zoning District by Lon L'Heureux in accordance with provisions of the Boulder County Zoning Resolution and Subdivision Regulations. The proposed subdivision would be located on the northeast corner of Highway 36 and Nelson Road, in Section 7, T2N, R70W.

Information regarding this item, including a complete legal description, is available at the Boulder County Land Use Department (2040 14th Street, Boulder, Colorado, 80302, 441-3930, or from Longmont, 678-6060, Ext.3930, office hours - 8:00 a.m. to 4:30 p.m.) for public examination and review.

BOARD OF COUNTY COMMISSIONERS

By: Rosi Evans Rosi Evans for  
Josephine Heath, Chair

PARKING VALIDATION IN CITY OF BOULDER CAGID LOTS IS AVAILABLE FOR PARTICIPANTS OF PUBLIC HEARINGS. RTD TRANSFER SLIPS CAN BE EXCHANGED FOR TOKEN BY PARTICIPANTS OF PUBLIC HEARINGS. SEE STAFF AT COMMISSIONERS HEARING ROOM AT TIME OF HEARING.

Published:  
Monday, October 24, 1988  
Boulder Daily Camera  
Longmont Daily Times-Call

Lyons Colo  
Oct 13 - 1988

Boulder County Planning Commission  
Boulder Colo

Re: L'Heureux Country Estate  
Plan

The Lake Ditch Co has no objection to the plan as the parcels are away from the lake ditch right of way.

The plan shows that all remaining land in the L'Heureux <sup>Tract</sup> will remain as grazing land so no new development will occur adjacent to the Lake Ditch.

The Lake Ditch is very interested that when development occurs near ditch right of way or lateral right of way that people are informed that they don't interfere with Ditch operation. The people <sup>adjoining</sup> ~~the property~~ Ditch laterals downstream of this project are at sword points as people object to ditch maintenance thru their tracts of property.

Yours Truly  
Leonard Luntan Sec  
Lake Ditch Co.

P.O. Box 333  
Lyons Colo 80540



# Land Use Department

2040 14th Street • 14th & Spruce Streets • Administrative Services Building, 2nd Floor • Boulder, Colorado 80302 • (303) 441-3930

October 20, 1988

Lon L'Heureux  
P.O. Box 17490  
Boulder, CO 80308

Dear Mr. L'Heuruex:

The purpose of this letter is to certify that at a hearing of the Planning Commission of the County of Boulder, State of Colorado, duly called and held on October 19, 1988, in consideration of the request described as follows:

Docket #SD-88-19 - L'Heureux Country Estates

Request: Approval of Combined Subdivision Process

Location: Northeast corner of Hwy.36 and Nelson Road, Section 7, T2N, R70W

the following action was taken:

The Planning Commission of the County of Boulder, State of Colorado, APPROVED and recommended APPROVAL to the Board of County Commissioners the request for Sketch Plan, Preliminary Plan, Final Plat and Site Specific Development Plan for an NUPUD

subject to the following conditions:

1. That the applicant meet the design requirements of the Public Works Department for the driveway intersection at Nelson Road
2. That construction plans for the waterlines, road, and fire cisterns be submitted to the Public Works Department
3. That Outlot B is noted on the Final Plat and dedicated to Boulder County as road right-of-way 30 feet from the existing right-of-way from the centerline of Nelson Road
4. That one private road access the 6 building lots
5. That a management plan for Outlot A be submitted
6. That a letter of no conflict from Lefthand Ditch Company be submitted
7. That the applicant meet the post-approval requirements as stated in Section 5-901 of the Subdivision Regulations

On December 1, 1988 at 9:00 a.m. the Board of County Commissioners of the County of Boulder, State of Colorado, will hold a public hearing concerning this matter. Please plan to attend to answer any questions which may arise.

If you have any questions concerning this action, please feel free to contact me at the Planning Office at 441-3930.

Sincerely,

Rosi Evans

Planning Technician, Operational Division

Josephine W. Reed  
County Commissioner

Ronald K. Stewart  
County Commissioner

Herbert E. "Buz" Smith, Jr.  
County Commissioner

RE/bb



# Land Use Department

2040 14th Street • 14th & Spruce Streets • Administrative Services Building, 2nd Floor • Boulder, Colorado 80302 • (303) 441-3930

## DRSM REVIEW/RECOMMENDATION FORM

Docket Number SD-88-19 Review # 1 Planner RE  
 DRSM Date 10/15/88 Type NUFUD - COMBINED  
 PC Date 10/19/88 Requested Action \_\_\_\_\_  
 BOCC Date \_\_\_\_\_ Requested Action \_\_\_\_\_

Location/Street Address N. FOOTHILLS HWY & NELSON RD.

Brief Description of Item

6 LOT<sup>(SA)</sup> NUFUD + 1 OUTLOT<sup>(PPA)</sup> ON 126 ACRES  
LEFT HAND WATER & INDIVIDUAL SEPTIC SYSTEMS  
LOTS ON HIGHEST GROUND - NO AG. LAND DESIGNATED ON COMP. PLAN

Issues, Concerns & Conflicts

1. - AMOUNT OF RIGHT-OF-WAY FOR NELSON RD.?
2. (120' MINOR ARTERIAL) - PROP. BIKE LANE?
3. - PROP. COUNTY OPEN SPACE SCENIC AREA ALONG N. FOOTHILLS HWY.
4. MINOR GEOLOGIC HAZARDS
5. - SHOULD DITCH EASEMENTS BE SHOWN ON FINAL PLAN?
6. + PITCHES IDENTIFIED BY NAME? (LAKET LEFT HAND DITCH)
7. - 2 ROADS? INTERSECTION DESIGN?
8. - LEFT HAND FIRE DISTRICT - 4" WATER LINE SO CAN PUT
9. IN FIRE HYDRANT - STORAGE TANK OR EXTEND 6" LINE FROM STREET
10. - LETTER OF CREDIT TO BE FURNISH BY APPLICANT NOT BANK
11. FOR ROAD, WATER LINE, & WATER TAP FEES (\$5,000) (FIRE)
12. - WILL HAVE ARCHITECTURAL COMMITTEE APPROVE BUILDING PLANS

Recommend Staff Position

- PRIVATE ROAD 16' WIDE - WILL BE MAINTAINED BY HOMEOWNERS
- USED OLD SUBDIVISION AGREEMENT - NEED TO GET NEW ONE DRAWN UP
- WILL PUT IN 2 2500 GALLON CISTERNS AT FRONT OF LOTS
- FIRE DISTRICT REQUIRES 4?

CONDITIONS

1. - STILL NEED SIGNED CONTRACT FOR WATER TAP
2. - WILL PROVIDE SCHOOL BUS WAITING PAD OFF ROAD AT
3. - NO RESPONSE FROM LEFT HAND DITCH CO - MAY NOT
4. HAVE BEEN SENT BY EPPAL
5. \_\_\_\_\_
6. \_\_\_\_\_

ROAD - DISCUSS  
 PW's MEMO + ENGINEERING PLANS  
 MANAGEMENT PLAN OF OUTLOT A  
 DITCH COMPANY  
 4.