This agenda is subject to change. Please call ahead to confirm an item of interest (303-441-3500). 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. For special assistance, contact our ADA Coordinator (303-441-3525) at least 72 hours in advance.

10:30 a.m. BUSINESS MEETING (See Agenda Below)

11:00 a.m. PUBLIC HEARING

1. Parks & Open Space: Waneka Centennial Farm Property - Acquisition.
   ACTION REQUESTED: Approval / Signature

BUSINESS MEETING AGENDA

HOUSING AUTHORITY CONSENT ITEMS:

1. Housing Authority: Amendment to Intergovernmental Agreement with Boulder County related to the acquisition of property for the Coffman Street parking garage.
   ACTION REQUESTED: Approval / Signature

COMMISSIONERS’ CONSENT ITEMS:

2. Commissioners: Amendment to Intergovernmental Agreement with Boulder County Housing Authority related to the acquisition of property for the Coffman Street parking garage.
   ACTION REQUESTED: Approval / Signature

3. Transportation: Pre-Disaster Mitigation Subgrant Award, with the Colorado Division of Homeland Security and Emergency Management serving as the pass through agency ($197,821.50 FEMA + $65,940.50 Local Match for a total of $263,762).
   ACTION REQUESTED: Approval / Signature

4. Transportation: Amendment to a Continuing Services Contract with Short Elliot Hendrickson, Inc., for Civil/Structural Engineering Services for Disaster Recovery (not-to-exceed $500,000 per year).
   ACTION REQUESTED: Approval / Signature

5. Transportation: Amendment to a Continuing Services Contract with Short Elliot Hendrickson, Inc., for Transportation Planning & Engineering Services (not-to-exceed $1,000,000 per year).
   ACTION REQUESTED: Approval / Signature

6. Transportation: RFP Award #7063-19 - Tree Trimming and Removal Services is awarded to Taddiken Tree Company, the lowest, most responsible bidder ($57,470).
   ACTION REQUESTED: Approval / Signature

7. Commissioners: Big Elk Meadows Contract Amendment #1 seeks to revise and replace Paragraph 3 “Funds Authorized and Schedule of Payments” to ensure payment process is sufficiently detailed in the contract and source documentation is submitted for expenditures under this contract.
   ACTION REQUESTED: Approval / Signature

8. Parks & Open Space: Contract Amendment #1 with Blue River Forestry and Tree Care for Tree Maintenance Services (not-to-exceed $100,000).
   ACTION REQUESTED: Approval / Signature

9. Commissioners: RFP Award #7059-19 Advocacy at the Colorado General Assembly: the Commissioners’ Office Policy Team is recommending that the contract be awarded to Policy Matters, LLC, the lowest and most responsible bidder (not-to-exceed $58,000 annually).
   ACTION REQUESTED: Approval / Signature

10. Commissioners: Contract amendment to increase level of services adding additional energy assessments of marijuana cultivation facilities, provide a workshop while increasing existing budget by $21,000 for a grand total of $91,000.
    ACTION REQUESTED: Approval / Signature
COMMISSIONERS' ADDITIONAL CONSENT ITEMS:

   ACTION REQUESTED: Approval / Signature

COMMISSIONERS' DISCUSSION ITEMS:

12. Housing and Human Services: Bid Waiver and Contract with Behavioral Treatment Services for substance abuse and mental health treatment services to Boulder County clients eligible for the IMPACT Second Chance Act Re-Entry Initiative Project for an amount not to exceed $157,200
   ACTION REQUESTED: Approval / Signature

13. County Attorney: First Reading of Ordinance 2019-3, An Ordinance For the Licensing of Those Providing Collection and/or Transportation of Discarded Materials within the Unincorporated Area of Boulder County.
   ACTION REQUESTED: No Action / Information Only

14. Land Use: Extension Request for Docket V-18-0002 Smiling Daisy Farms LLC and Tollgate Organic Farms LLC. Request to vacate Hardt Road between Lots 7 and 8 of the Hardt Estates subdivision, submitted by Smiling Daisy Farms LLC and Tollgate Organic Farms LLC. The proposed project is in the Agricultural (A) Zoning District, at 9301 and 9231 Tollgate Drive (parcel numbers 131717003001 and 131717002002), approximately 800 feet south of the intersection of Nelson Road and Tollgate Drive, in Sections 17, Township 2N, Range 70W.
   ACTION REQUESTED: Decision

15. Administrative Services: Request from Ramona Farineau, CFO, to add a 1.0 FTE Financial Systems Comptroller.
   ACTION REQUESTED: Approval

   ACTION REQUESTED: Approval / Signature

AUTHORIZATION FOR EXECUTIVE SESSION:

17. Commissioners: Authorization for the Board to go into Executive Session at 12:00 p.m. on Tuesday, November 12 with Ben Pearlman, County Attorney, pursuant to CRS 24-6-402(4)(b) Legal Advice.
   ACTION REQUESTED: Approval

18. Commissioners: Authorization for the Board to go into Executive Session at 11:00 a.m. on Wednesday, November 13 with Ben Pearlman, County Attorney, pursuant to CRS 24-6-402(4)(b) Legal Advice.
   ACTION REQUESTED: Approval

SCHEDULING AND COMMUNICATIONS (if needed):
BOCC HEARING
Time/Date of Meeting: 11:00 a.m., Tuesday, November 12, 2019
Location: BOCC Hearing Room, 1325 Pearl Street, 3rd Floor, Boulder, CO

TO: Board of County Commissioners
FROM: Mel Stonebraker, Senior Land Officer
RE: Waneka Centennial Farm Acquisition
DATE: November 5, 2019
ACTION REQUESTED: Approval

Summary
Parks & Open Space proposes that Boulder County and the City of Lafayette jointly acquire fee title to approximately 137 acres of the Waneka Centennial Farm. The property’s address is 12076 Baseline Road, and the property is located near the intersection of N. 119th Street and Baseline Road in Lafayette. As part of the acquisition, the county would facilitate the creation of a 5-acre lot around the historic homestead, which would be owned by the city subject to a restrictive covenant. The city and county would exchange reciprocal conservation easements covering their respective 50% ownership interests. Under the proposed terms, the county would pay $3,425,000 and the city would pay $4,106,646 (total purchase price: $7,531,646).

Background
For over 100 years, the Waneka family farmed several hundred acres in and around what is today the City of Lafayette. The Waneka ancestors first settled along Coal Creek south of present-day Louisville in 1861. The Waneka Centennial Farm is part of their original holdings and includes the family’s historic homestead, which has been designated a Centennial Farm by the State of Colorado because the farm has been in the family for more than 100 years.

The Waneka Centennial Farm is dryland which has been primarily used to grow winter wheat or graze livestock. The Waneka Centennial Farm property also includes the Powers Marsh (a.k.a. Waneka Marsh), which covers 30 acres of marshland on the eastern edge of the property.

Deal Terms
The county and the city would jointly acquire the Waneka Centennial Farm. The total purchase price for the entire 137 acres would be $7,531,646, of which the county would contribute $3,425,000. The property would be divided into two parcels; the first parcel would be approximately 132 acres of agricultural land, and the second parcel would be an approximately 5-acre lot around the historic homestead.

Ownership in the 132 acres would be 50% city and 50% county. At closing, reciprocal conservation easements would be conveyed between the city and the county that would preserve the 132 acres for open space purposes. The county and the city have agreed that these 132 acres of the property would be managed by the county.
The 5-acre lot would surround the historic homestead and would be deeded to the city at closing. The city would acquire the homestead lot subject to a restrictive covenant that would protect the historic structures and restrict the lot to governmental or single-family residential use only. Eventually, the city intends to use the homestead lot as an operational base for its Parks, Recreation & Open Space Department, and as an area for historic, open space and agricultural education.

One 40-foot wide utility easements would be created along the western edge of the property. Lafayette hopes one day to be able to deliver water and sewer service to the Homestead Lot utilizing this easement. Because a utility easement is not an open space use, Lafayette has agreed to pay the county $22,533 for the easement which will be deducted at closing.

Lafayette and the county have also agreed to allow for two trail corridors; a 40-foot corridor along the western edge of the property and a 50-foot trail corridor along the southern edge of the property. Lafayette hopes to be able to make a connection along the southern edge of the Waneka Centennial Farm property to the existing Flagg Park trailhead, which will one day provide direct access from Old Town Lafayette to the Coal Creek Trail network.

While there are no incorporated irrigation ditch rights available on this property, there are two domestic and irrigation wells that provide water to the homestead lot and one runoff drainage right that provides some irrigation and livestock water to the eastern part of the agricultural parcel, including the marsh.

**Acquisition Summary (County’s Investment)**

<table>
<thead>
<tr>
<th>Acres</th>
<th>Water Rights</th>
<th># Building Rights County Will Acquire</th>
<th>Price per Acre</th>
<th>Water Right Value</th>
<th>Total Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>132 (50% fee)</td>
<td>1 runoff drainage right</td>
<td>3</td>
<td>$24,432</td>
<td>None</td>
<td>$3,225,000</td>
</tr>
<tr>
<td>132 (CE over Lafayette’s 50% fee)</td>
<td>See above</td>
<td>0</td>
<td>N/A</td>
<td>None</td>
<td>$100,000</td>
</tr>
<tr>
<td>5 (Restrictive Covenant)</td>
<td>2 wells</td>
<td>0</td>
<td>N/A</td>
<td>None</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

* The acquisition of the Waneka Centennial Farm would not include the mineral rights, which have been severed and are owned by a separate entity. There are three operating oil and gas wells on the property under an active lease.

**Boulder County Comprehensive Plan Designations**

Since the maps in the Boulder County Comprehensive Plan (Comp Plan) are intended to be illustrative rather than specific, the following designations are indicators of importance but not confirmation that these features exist on the property. The Comp Plan maps indicate the property contains these features: Critical Wildlife Habitat, Riparian Area, and Agricultural Land of National Importance.
Public Process
The process to create parcels of land under 35 acres requires commissioners’ approval pursuant to the Community Facility Lot Split regulations contained in the Boulder County Land Use Code, and so adjacent property owners and the Land Use and Transportation Departments and Boulder County Public Health have been notified according to standard practice. The notices included an invitation to attend and comment at the Parks and Open Space Advisory Committee (POSAC) meeting and this public hearing. No public comments have been received to date. Any comments we receive between now and the hearing will be shared with you at the hearing.

POSAC Recommendation
At their meeting on October 24, POSAC voted unanimously to recommend the acquisition of the Waneka Centennial Farm to the Board of County Commissioners.

Staff Discussion and Recommendation
Staff recommends this acquisition. The Waneka Centennial Farm and homestead are integral to the history of the City of Lafayette. The preservation of this property as open space has been one of Lafayette’s and the county’s highest priorities for many years. Furthermore, the preservation of Powers Marsh is a significant environmental accomplishment, one that the people of Lafayette and Boulder County have always supported.

BOCC Action Requested
Approval of the acquisition of the Waneka Centennial Farm and the creation of the historic homestead lot as described above.
End of board memo, beginning of document to be signed, please.
BOULDER COUNTY CONTRACT ROUTING SHEET

Please see second page of form for checklist and instructions

☐ NEW
☐ RENEWAL
☐ AMENDMENT AND/OR CHANGE ORDER
ORIGINAL IN CONTENT MANAGEMENT ☐ YES ☒ NO (If no, please attach original contract)

☐ OTHER
1 NUMBER OF ORIGINALS

Current Insurance Certificate ☐ Attached ☐ On File with Risk Management

DEPARTMENT/ELECTED OFFICE  Parks and Open Space
DIVISION  Real Estate
CONTACT  Janis Whisman  PHONE (303) 678-6263

CONTRACTOR/VENDOR  CDA 1, LLC
PURPOSE  Purchase of Real Estate
CATEGORY  Purchase

TERM OF CONTRACT  Anticipated Start Date  End Date

AMOUNT  $3,425,000  ☒ EXPENDITURE  ☐ REVENUE  ☐ N/A

FUNDING SOURCE ACCOUNT  POS will initiate PO  *REQUIRED

☐ BID  ☐ RFP  ☐ RFQ  ☐ SOQ  NUMBER  DATE

☐ Bid process was waived and a copy of BOCC-approved waiver is attached
☐ Request for BOCC to waive bid process is attached – must have Purchasing OK
☒ Bid process not applicable. Explain Below:

Comments: Real estate purchase. Please contact Janis X6263 after PA has been signed. Thank you.

EO/DH:

EO/DH APPROVAL
I verify that the expenditure is no more than what was approved as a budget item, that the terms of the contract were negotiated under my direction, that my department can and will carry out the terms, that no conflict of interest exists and that the contract has been proofread.

Eric Lane, Director  11/5/19
EO/DH  EO/DH Signature  Date

Packet Pg. 8
REVIEW SECTION

COUNTY ATTORNEY

Date Received: ___________________________ Date Reviewed: 11/5/19

Signed: ___________________________

Comments: ___________________________

RISK MANAGEMENT

Date Received: ___________________________ Date Reviewed: ___________________________

Signed: ___________________________

Comments: ___________________________

FINANCE

Date Received: ___________________________ Date Reviewed: ___________________________

Signed: ___________________________

Comments: ___________________________

HUMAN RESOURCES

Date Received: ___________________________ Date Reviewed: ___________________________

Signed: ___________________________

Comments: ___________________________

CHECKLIST

☐ Complete 2 original contracts from the county's sample contract found on the County Attorney's internal website at http://insidebc/sites/ca/Pages/GeneraInfoandServices.aspx.

☐ Make sure to include a copy of the contractor's insurance certificate before routing the contract for review. If there is a question about what type of insurance is required, please refer to the sample contract descriptions in the insurance section or contact Risk Management at 303-441-1358.

☐ Include additional attachments such as any exhibits to the contract or Bid/RFP/quote documents.

☐ If a County employee, either directly as an individual or indirectly as an agent, owner or employee of the contracting agency, is a party to this contract, Human Resources must sign the Routing Sheet first.

☐ Fill out upper portion of first page using Microsoft Word by tabbing between fields. If a field is not applicable to this contract, leave that field blank. Only applicable check boxes should be checked.

☐ Make sure you complete the form, including EO/DH name and signature. Please do not type in all caps and make comments brief. Most fields have a limit of 30 characters. Contractor/Vendor and Purpose are limited to 70 characters.

☐ Before routing contract to reviewers, it must be complete and have all attachments.

☐ Flag pages where you need signatures.

ADDITIONAL INFORMATION

• For most contracts, where the County is paying a vendor, the vendor will sign first. If the County is receiving money, the other party may require that the County sign first. In these cases it is the department or elected office designee's responsibility to send the original contract to Records Management after it is fully executed.

• Please allow five days for the County Attorney's Office to review the contract.

• Contracts must be reviewed in the order listed, unless Human Resources must review, in which case their review will come first.

• Each reviewer will forward the contract to the next reviewer.

• If there is a problem at any stage of the review, that office will notify the Contact person listed on the front to fix the problem before contract is forwarded to the next reviewer.

• All contracts regardless of amount must be routed for review.

• Contracts over $25K require BOCC approval and will be entered into content management upon approval. Contracts under $25K require EO/DH approval. Your department or office is responsible for forwarding those approved contracts to Records Management for inclusion into the content management system.

• Additional information can be found under policy VI at http://web.co.boulder.co.us/intra_manuals/toc_policy/section_6/vi_1.htm
BOULDER COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
FINANCE DIVISION
P.O. BOX 471
BOULDER, COLORADO  80306
441-3492

MEMORANDUM

To:     Board of Commissioners/Other Concerned Parties
From:   Virginia J. Aragon, Finance
Date:   6/23/97
Subject: Contract Routing Sheet Sign off

Please be advised that there are two types of documents which have routinely been coming to me during the contract routing process to which Purchasing Policies don’t apply (competitive process not possible). These types are as follows:

1. Payments for open space land acquisitions
2. Payments for permanent or temporary rights of way for roads and/or open space purchases

It is the responsibility of the department head to assure that there are sufficient funds within the applicable budget to allow the expenditure.

This memo may be reproduced as needed and attached to any contract of the above two types, in lieu of obtaining my signature on the routing sheet.

c:\wp5\files\waiver.mem
MEMORANDUM

TO: Ariel Steele, Parks & Open Space
FROM: Gene W. Jackson, Risk Manager
DATE: July 28, 2000
SUBJECT: Contract Routing

Procedures adopted in 1996 for contract routing allow exemptions to be made for certain types of contracts from being routed through the Risk Management office. With the writing of this memo, Risk Management is exempting Conservation Easement Contracts and Open Space Purchase Contracts originating in your office from being routed through this office. When routing Conservation Easements and Open Space Purchases, please attach this memo to the Routing Sheet and write "N/A - see memo" on the Risk Management comments line.

cc: Ron Stewart, Parks and Open Space Director
MEMORANDUM

TO: Ariel Steele, Parks & Open Space

FROM: Gene W. Jackson, Risk Manager

DATE: July 28, 2000

SUBJECT: Contract Routing

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ADMINISTRATIVE SERVICES DEPARTMENT
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c:\wp5\files\waiver.mem
PURCHASE AGREEMENT, DIVISION OF LAND, AND LEASE

THIS PURCHASE AGREEMENT, DIVISION OF LAND, AND LEASE ("Agreement") is made and entered into this _____ day of November, 2019, by and between the COUNTY OF BOULDER, a body corporate and politic ("County"), the CITY OF LAFAYETTE, a Colorado home rule corporation ("City") and CDA 1, LLC, a Colorado limited liability company ("Seller"). County and City shall be collectively known herein as “Buyer”.

RECITALS

A. Seller owns the certain real property within the County of Boulder, State of Colorado, legally described in Exhibit A attached hereto and by this reference made a part of this Agreement ("Parcel 1"). Buyer desires to purchase Parcel 1 from Seller.

B. Parcel 1 consists of approximately 137 acres of land. City and County desire to jointly purchase approximately 133 acres of Parcel 1 (hereinafter referred to as the “Ag Parcel”). City and County will exchange reciprocal conservation easements over the other’s undivided 50% interests in the Ag Parcel (“Ag Parcel CE’s”) at closing.

C. City desires to purchase the remaining approximately 4 acres of Parcel 1 which, subject to the provisions and conditions of Paragraph 2 of this Agreement, shall be a legal parcel (hereinafter referred to as the “Centennial Farm Lot”). City will grant to County a restrictive covenant over the Centennial Farm Lot (“Lot RC”) at closing. City will also grant to County an access easement to access the Ag Parcel across City land.

D. Buyer also desires to purchase any and all water rights associated with Parcel 1 as described in Exhibit B, collectively known as the “Water Rights” from Seller. The Water Rights associated with the Ag Parcel will be tied to the Ag Parcel by the Ag Parcel CE’s.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, Buyer, and Seller agree as follows:

PURCHASE PROVISIONS

1. In consideration of the payment of TEN THOUSAND DOLLARS ($10,000.00) as Earnest Money, which shall be paid within ten (10) days of execution of this Agreement and held by the Title Company identified in Paragraph 6 herein, Seller hereby agrees to sell and Buyer hereby agrees to purchase Parcel 1, the approximate location of which is indicated on Exhibit C, attached hereto and by this reference made a part of this Agreement. If this Agreement is executed 15 business days or less before the closing, no earnest money shall be deposited. Buyer may at its sole expense contract for an ALTA engineering survey of the Property sufficient to satisfy the requirements of the Title Company to delete the standard pre-printed exceptions from the Buyer’s
2. DIVISION OF LAND

2.1. By execution of this Agreement, but subject to the contingencies of this paragraph, the Board of County Commissioners has approved the division of the Centennial Farm Lot from Parcel 1 and the creation of the Centennial Farm Lot as a legal building lot. The general location and configuration of the Centennial Farm Lot is shown on Exhibit C. The exact legal description for the Centennial Farm Lot shall be as agreed upon by County and City after the survey is completed. If the contingencies of this paragraph are satisfied, the Centennial Farm Lot shall become a legal building lot with one development right. The existing residence and outbuildings on the Centennial Farm Lot shall constitute the development right for the Centennial Farm Lot. Any future development, remodel, or expansion of any structure/s on the created Centennial Farm Lot will be subject to all restrictions contained in the Lot RC, as identified in Subparagraph 2.2 below, granted by City to County.

2.2. At the closing of the purchase of Parcel 1, Seller shall record a properly executed and acknowledged deed conveying the Centennial Farm Lot to City. City shall grant the Lot RC to County substantially in the form as provided in Exhibit D attached hereto and by this reference made a part of this Agreement, over the Centennial Farm Lot.

2.3. At the closing of the purchase of Parcel 1, Seller shall record a properly executed and acknowledged deed conveying the Ag Parcel to Buyer.

2.4. The creation of the Centennial Farm Lot will become effective only upon the following:

a. The recording in the Boulder County Clerk and Recorder’s Office of the deed conveying the Centennial Farm Lot from Seller to City; and

b. The recording in the Boulder County Clerk and Recorder’s Office of the restrictive covenant on the Centennial Farm Lot from City to County; and

c. The recording in the Boulder County Clerk and Recorder’s Office of the deed conveying the Ag Parcel from Seller to Buyer.

If the deeds and/or documents described above are not recorded and/or received by Buyer as required above, no division of the Property shall have been approved by the Board of County Commissioners, the Centennial Farm Lot shall not be a legal building lot, and no development rights shall attach to the Centennial Farm Lot (except such rights as already exist under the Boulder
County Land Use Regulations). Upon receipt and recording of the instruments described above, County shall record a notice indicating that these requirements have been satisfied.

**PURCHASE PRICE**

3. The purchase price for a fee simple interest in Parcel 1, together with the Water Rights (collectively the “Property”), shall be SEVEN MILLION FIVE HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED FORTY-SIX DOLLARS ($7,531,646.00), payable in cash, certified funds, or City or County warrant at closing. City’s portion of the purchase price shall be $4,106,646.00, and County’s portion shall be $3,425,000.00. The Earnest Money shall be applied to the purchase price for Parcel 1 at closing. Additionally, Seller agrees to convey to Buyer, at no extra cost, any quitclaim deeds requested by Buyer to ensure that Buyer receives title to the Parcel 1 as historically described or to ensure that Buyer receives Seller’s right, title, and interest to any additional property adjacent to Parcel 1 for which Seller may have a claim by adverse possession or disputed boundary.

4. The purchase price for Parcel 1 shall include all surface and subsurface water and water rights, ditches and ditch rights, ponds and pond rights, springs and spring rights, wells and well rights, whether decreed or not, if any, attached or appurtenant to or used in connection with the Property and owned by Seller, together with the Water Rights. The purchase price shall also include any title, interest, or right that Seller may have to convey water to Parcel 1.

5. The purchase of Parcel 1 shall also include any existing access to Parcel 1 in which Seller has any right, title or interest.

**TITLE**

6. Seller has ordered, at Seller’s expense, title insurance on multiple area Waneka family properties from Fidelity National Title Group. Seller shall update such title work to commitments insuring Buyer’s ownership of a fee simple interest in the Ag Parcel, and City’s ownership of a fee simple interest in the Centennial Farm Lot, in amounts determined by Buyer, that total the purchase price. The title commitments shall include copies of all exception documents identified in the commitments. The title insurance commitments shall be on a form acceptable to Buyer, and closing shall take place at Fidelity National Title’s office in Longmont, Colorado. Seller shall be solely responsible for the cost of the title commitments and the owner’s policies of title insurance issued pursuant to the commitments.

7. Title to Parcel 1 shall be merchantable in Seller, and the title commitments shall contain no exceptions other than:

7.1. Taxes and assessments for the current year, which shall be adjusted and prorated to the date of delivery of the deed; and

7.2. Rights-of-way, easements, restrictions, covenants, and mineral reservations that are acceptable to Buyer; and
7.3. If requested by Buyer, Seller shall execute an affidavit concerning mechanic’s liens. Requested affidavit shall be prepared by Title Company or Buyers and agreed to by Seller.

8. Should title not be merchantable as aforesaid, or if the title commitments include additional exceptions which are not acceptable to Buyer (even though such additional exceptions would not make the title unmerchantable), a written notice of the defects shall be given to Seller by Buyer within fifteen (15) days after receipt of the title commitment and all exception documents provided for in Paragraph 6 of this Agreement. If Seller provides Buyer with title commitments and exception documents before the execution of this Agreement by all parties, Buyer shall have three (3) days from the date of the execution of the Agreement within which to provide Seller with a written notice of title defects. Seller agrees to attempt to correct such defects at Seller’s expense within twenty (20) days from receipt of said notice of defects, and the closing may be postponed for up to twenty (20) days. If Seller has not corrected such defects within the 20 days, Buyer, at its option, may complete the transaction notwithstanding the defects or may, upon notice to Seller in recordable form, declare this Agreement terminated, whereupon all payment made by Buyer to Seller shall be returned to Buyer and all Parties shall be released herefrom.

CLOSING

9. Unless postponed pursuant to the provisions of this Agreement, closing and delivery of deeds shall take place on November 19, 2019 at 3:00 p.m. in the office of the Title Company, or at a time and place agreed to by Buyer and Seller. Settlement sheets for the closing shall be furnished by Title Company to Buyer at least four (4) days before the closing.

9.1. At the closing of the sale of the Property to Buyer, Seller shall deliver to Buyer the following:

a. A fully good and sufficient executed and acknowledged general warranty deed conveying to Buyer good and merchantable title to the Ag Parcel, including any access rights as described in Paragraph 5, free and clear of all liens, tenancies, and encumbrances except those set forth in Paragraph 7 above;

b. A fully good and sufficient executed and acknowledged general warranty deed conveying to City good and merchantable title to the Centennial Farm Lot, including any access rights as described in Paragraph 5, free and clear of all liens, tenancies, and encumbrances except those set forth in Paragraph 7 above;

c. A fully good and sufficient executed and acknowledged bargain and sale deed conveying to Buyer good and merchantable title to the Water Rights;

d. Possession of Parcel 1, free and clear of all existing leases and tenancies; except for those leases described in Paragraph 11.8. below, if any;
e. Documents acceptable to Buyer and the Title Company evidencing the authority of Seller to execute this Agreement and to convey a fee simple interest in Parcel 1, and the Water Rights;

f. All instruments, certificates, affidavits, and other documents necessary to satisfy the Requirements listed on Schedule B-1 of the title commitment;

g. Current updates of the title commitments, at Seller’s expense, showing title subject only to the permitted exceptions determined by Paragraph 7 of this Agreement. Seller shall cause the Title Company to issue to Buyer its standard form owner’s policies of title insurance insuring good and merchantable title to Parcel 1 and the Centennial Farm Lot, with the standard pre-printed exceptions deleted and subject only to the permitted exceptions as determined in Paragraph 7 of this Agreement;

h. A certification that the representations and warranties of Seller pursuant to Paragraphs 11 and 16 hereof continue to be true and correct as of the date of closing;

i. Seller’s closing costs which include Seller’s portion of the prorated taxes and other assessments affecting the Property, all incidental costs and fees customarily paid by sellers in Boulder County land transactions, and one-half of the cost of any closing fee;

j. If applicable, an affidavit by a professional engineer as described in Paragraph 14;

k. Any other documents required by this Agreement to be delivered by Seller to the Title Company or reasonably required by Buyer or the Title Company in connection herewith;

l. All documents necessary for conveyance of the Water Rights, as set forth in Paragraph 15, of this Agreement; and

m. A copy of Seller’s signed settlement/closing statement; and

n. Any quitclaim deeds as described in Paragraph 3 of this Agreement.

9.2. At the closing of the sale of the Property to Buyer, Buyer shall deliver to Seller:

a. The applicable purchase price by good funds, for Parcel 1, and the Water Rights; and
b. Buyer’s closing costs which include all incidental costs and fees customarily paid by purchasers in Boulder County and one-half of the cost of any settlement or closing fee charged by the Title Company.

9.3. At the closing of the sale of the Property to Buyer, Buyer shall deliver to Buyer the following:

a. City shall grant the Ag Parcel CE to County substantially in the form as provided in Exhibit E attached hereto and by this reference made a part of this Agreement, over and across the City’s undivided interest in the Ag Parcel;

b. County shall grant the Ag Parcel CE to City substantially in the form as provided in Exhibit E attached hereto and by this reference made a part of this Agreement, over and across the County’s undivided interest in the Ag Parcel;

c. City shall grant the Lot RC to County;

d. City shall grant an access easement to County;

e. County shall grant an underground utility easement to City; and

f. County and City shall reimburse each other for expenses regarding due diligence and the closing on the Property including survey, phase 1 and closing expenses, with each party paying 50% of Buyer’s portion of such costs.

Prior to the closing of the sale of Parcel 1 to Buyer, Seller shall remove all equipment, vehicles, salvage, and other personal property from Parcel 1, not to include the equipment as set forth in Paragraph 17. Closing may be postponed by Buyer if equipment, vehicles, salvage, and other personal property has not been removed prior to the scheduled closing date.

10. It is agreed that time is of the essence hereof. If Buyer should fail or default in prompt payment of the purchase price for Parcel 1 according to the terms and conditions of this Agreement, and such failure is not attributable to any failure by Seller to timely and fully perform all of Seller’s obligations hereunder, Seller, at Seller’s option, may in writing declare this Agreement terminated and retain all monies paid to Seller as liquidated damages. It is agreed that such payments are Seller’s sole and only remedy for Buyer’s failure to perform the obligations of this Agreement. Seller expressly waives the remedies of specific performance and/or additional damages. If Seller is in default: (1) Buyer may elect to treat this Agreement as terminated, in which case all payments and things of value received hereunder shall be returned to Buyer; or (2) Buyer may elect to treat this Agreement as being in full force and effect, and Buyer shall have the right to an action for specific performance or damages, or both.
REPRESENTATIONS AND WARRANTIES

11. Seller hereby represents and warrants to Buyer that as of the date of the signing of this Agreement:

11.1. Seller has received no notice of and to the best of Seller’s knowledge has no other knowledge of any litigation, claim, proceeding or investigation, pending or currently threatened, which in any manner affects Parcel 1; and

11.2. Seller has received no notice and to the best of Seller’s knowledge has no other knowledge of any current, existing violations or pending investigations into possible violations of any federal, state or local law, code, ordinance, rule, regulation or requirement affecting Parcel 1; and

11.3. Seller has the full right, power and authority to transfer and convey a fee simple interest in Parcel 1 to Buyer as provided in this Agreement and to carry out Seller’s obligations under this Agreement; and

11.4. Each and every document, schedule, item, and other information delivered or to be delivered by Seller to Buyer hereunder, or made available to Buyer for inspection hereunder, is true, accurate, and correct; and

11.5. Seller has not entered into any agreement with any private person or entity or with any governmental or quasi-governmental entity with respect to Parcel 1 that may result in liability or expenses to Buyer upon Buyer’s acquisition of all or any portion of Parcel 1; and

11.6. There are no special assessments which now burden or encumber Parcel 1 and there are no special assessments currently proposed as to Parcel 1; and

11.7. The execution and delivery of this Agreement and the performance of all of the obligations of Seller hereunder will not result in a breach of or constitute a default under any agreement entered into by Seller or under any covenant or restriction affecting Parcel 1; and

11.8. There are no leases, tenancies or rental agreements relating to the Parcel 1, or to any part thereof, which cannot be terminated by Seller on or prior to the date of closing of the transactions provided in the Agreement, except a residential lease on Centennial Farm Lot; and

11.9. Seller has not granted or created, and has no knowledge of any third parties who may have the right to claim or assert any easement, right-of-way or claim of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of Parcel 1, except as to the leases described in Subparagraph 11.8, above, if any; and
11.10. To the best of Seller’s knowledge, no part of Parcel 1 has ever been used as a landfill, and no materials have ever been stored or deposited upon Parcel 1 which under any applicable governmental law or regulation would require that Parcel 1 be treated or such materials removed from Parcel 1 prior to the use of Parcel 1 for any purpose which would be permitted by law, but for the existence of said materials on Parcel 1; and

11.11. To the best of Seller’s knowledge, no underground storage tank, as that term is defined by federal statute or Colorado statute, is located on Parcel 1 which under applicable governmental law or regulation would require such underground storage tank to be upgraded, modified, replaced, closed or removed; and

11.12. To the best of Seller’s knowledge, Seller has not caused or permitted the release of any hazardous substance on Parcel 1. The terms “hazardous substance” and “release” as used herein shall have the same meaning and definition as set forth in Paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term “hazardous substance” as used herein also shall include “hazardous waste”, as defined in Paragraph (5) of 42 U.S.C. Section 6903; and

11.13. Seller has received no actual notice from any oil company or related business of any intention to conduct operations for the drilling of any oil or gas well on Parcel 1, whether such notice is in the form of a “thirty-day notice” under the rules of the Oil and Gas Conservation Commission of the State of Colorado, a notice to commence earthwork for drilling operations, a notice for the location of access roads, or any other notice of any kind related to the conduct of operations for such drilling; and

11.14. Seller has no knowledge of any claims or purported claims of adverse possession or boundary disputes pertaining to Parcel 1 and/or any land adjacent thereto by reason of the location of any exterior boundary fence lines, or otherwise.

Seller shall, at the time of closing, certify to Buyer in writing that the above and foregoing representations and warranties remain true and correct as of the date of closing. Seller agrees that if, at any time, it is discovered that any of the foregoing representations and warranties were not true and correct at the time they were made, Seller will indemnify Buyer and hold it harmless from and against claims for any and all liabilities, costs or damages, including, but not limited to attorney fees, suffered by or claimed against the Buyer as a result of the breach. This indemnity shall survive the closing of the Property by two (2) years.

12. In addition to all other rights and remedies of Buyer and Seller as set forth and provided in this Agreement, Seller agrees that Buyer shall have the right to terminate this Agreement and to make the same of no further force and effect:

12.1. If the representations and warranties of Seller as set forth and provided for in Paragraphs 11 and 16 herein are not true and correct as of the date of the closing; or
12.2. If Seller fails or refuses to provide the title insurance commitments and title insurance policies to Buyer within the time period and in the form and content required under the provisions of this Agreement; or

12.3. If any part of Parcel 1 is condemned, or if proceedings for such condemnation are commenced or notice of condemnation is received by Seller from a condemning authority prior to the date of closing; or

12.4. If any of the standards provided for in Paragraph 14 are not satisfied as of the date of closing; or

12.5. If the survey identified in Paragraph 1 is not acceptable to Buyer as of the date of closing.

12.6. If any of the requirements of Paragraph 15 are not satisfied as of the date of closing.

If Buyer terminates this Agreement pursuant to this provision, all sums paid hereunder by Buyer to Seller shall be returned to Buyer.

INSPECTION AND ENVIRONMENTAL AUDIT

13. At all reasonable times during the term of this Agreement, Buyer shall have access to Parcel 1 for the purpose of conducting inspections, tests, studies, and surveys thereon, including, without limitation, environmental audits, soil and subsoil tests. Buyer may have performed at its option and expense the following inspections:

13.1. Soil and percolation tests;

13.2. Inspections for asbestos, PCBs, underground tanks, or other hazardous substances;

13.3. Any other inspections, tests, and/or studies deemed necessary by Buyer which do not materially damage Parcel 1.

Buyer shall promptly provide to Seller copies of the results of all such tests, inspections, and studies following the receipt of same by Buyer. Any inspections conducted by or performed for Buyer shall not mitigate or otherwise affect Seller’s representations and warranties above. Prior to closing of Parcel 1, Buyer may at its sole expense, obtain a Phase I environmental audit of the Property. The Phase I environmental audit and any follow up testing must be satisfactory to Buyer, in the Buyer’s sole discretion. If the Phase I, or any other tests or inspections performed by or received by Buyer, are not satisfactory to Buyer, Buyer shall give Seller written notice of the defects. Seller agrees to attempt to correct such defects at Seller’s expense within twenty (20) days of said notice, or within a time agreed to, in writing, by both parties. If necessary, the closing set forth in Paragraph 9 of this Agreement, may be postponed for 20 days. If Seller has not corrected such defects within said twenty (20) days, Buyer, at its option, may complete the transaction...
notwithstanding the defects or may, upon notice to Seller in recordable form, declare this Agreement terminated, whereupon all payments made by Buyer to Seller shall be returned to Buyer, and all parties released herefrom.

14. To the best of Seller’s knowledge, there are no underground tanks located on Parcel 1. If any underground tank/s is/are discovered on Parcel 1, said tank/s shall be removed by Seller at Seller’s expense prior to the closing of Parcel 1. If any underground tank/s are removed prior to closing pursuant to this paragraph, closing shall be delayed until Seller provides an affidavit, subscribed and sworn to by a registered professional engineer licensed in the State of Colorado and approved by Buyer, stating that the Property meets all applicable federal, state and local laws, regulations, and standards regarding such sites, including without limitation, the following standards:

14.1. No more than 75 parts per million total petroleum hydrocarbons in the soil using an analytical test/tests which are standard in the industry for the detection of specific compound mentioned herein.

14.2. No more than 10 parts per million total petroleum hydrocarbons in ground water, other than drinking water, using an analytical test/s which are standard in the industry for the detection of the specific compound mentioned herein.

14.3. The BTEX (benzene, toluene, ethylbenzene and xylene) and the petroleum contaminants in the ground water shall not exceed the maximum contaminant levels for these components in the ground water as set forth by the state water quality provisions in effect at the time of the execution of this contract.

CONVEYANCE OF WATER RIGHTS

15. Title to the Water Rights shall be merchantable in Seller at the time of closing, and upon Buyer’s compliance with the terms of this Agreement, Seller shall deliver to Buyer a properly executed and acknowledged bargain and sale deed conveying the Water Rights together with all ditches and ditch rights, well and well rights, free and clear of all liens, encumbrances and assessments, except taxes and assessments for the current year, which shall be adjusted and prorated to the date on which the closing occurs.

The Water Rights historically associated with the Centennial Farm Lot shall be transferred to City, and the Water Rights historically associated with the Ag Parcel (the balance of the Water Rights) shall be transferred to City and County, jointly.

16. Seller hereby represents and warrants to Buyer that as of the date of the signing of this Agreement:

16.1. Seller has received no notice of and has no other knowledge of any litigation, claim or proceeding pending or currently threatened, which in any manner affects the Water Rights; and
16.2. Seller has the full right, power, and authority to sell and convey the Water Rights to Buyer as provided in this Agreement and to carry out its obligations under this Agreement; and

16.3. Seller has not entered into any agreement with any private person or entity or with any governmental or quasi-governmental entity with respect to the Water Rights that may result in liability or expense to Buyer upon Buyer’s acquisition of the Water Rights; and

16.4. The execution and delivery of this Agreement and the performance of all of the obligations of Seller hereunder, will not result in a breach of or constitute a default under any agreement entered into by Seller or under any covenant or restriction affecting the Water Rights; and

16.5. To Seller’s knowledge, the Water Rights constitute all water rights used to irrigate Parcel 1 during the period Seller has owned Parcel 1 or used for domestic or other purposes, and there are no other water rights of any kind or character, including but not limited to any leased water, known to Seller, which have been utilized to irrigate Parcel 1 or for domestic purposes during the period Seller has owned Parcel 1; and

16.6. The Water Rights have been fully used to irrigate Parcel 1 during the period Seller has owned Parcel 1 and during the historic irrigation season, subject only to the availability of water in priority for diversion upon Parcel 1 in accordance with such Water Rights; and

16.7. To Seller’s knowledge, there are no agreements or operating procedures in effect between the Seller and any other water users which would preclude or diminish Buyer’s full and unencumbered utilization of the Water Rights upon Parcel 1 for the same purposes the Water Rights have historically been utilized.

CENTENNIAL FARM LOT LICENSE AND LEASE

17. City and Seller agree to the following:

17.1. City will enter into a license agreement with Seller at closing, allowing for the storage of existing farm equipment within the storage structures located on the Centennial Farm Lot until May 15, 2020. All such equipment shall be removed from the Centennial Farm Lot no later than May 15, 2020. City also agrees to allow Seller to remove from the Centennial Farm Lot two grain bins and an oil shed on or before May 15, 2020. The license agreement shall be substantially in the form as provided in Exhibit G attached hereto (“License Agreement”).

17.2. City will enter into a residential lease agreement with the existing tenant on the Centennial Farm Lot, ______________, to be executed by the tenant and the City at closing. The lease shall be for a month-to-month tenancy, subject to the License Agreement
and the Ag Lease, and shall be substantially in the form as provided in Exhibit H attached hereto (“Residential Lease”).

SIGNAGE

18. The current signage on Parcel 1 identifying it as a “Centennial Farm” shall remain on Centennial Farm Lot. Said Lot shall be known as Waneka Centennial Farm. The Ag Parcel shall be known as Waneka Centennial Farm Open Space. Power’s Marsh on the Ag Parcel shall also be known as “Waneka Pasture” and the City may install signage at the City’s expense referring to Power’s Marsh as “Waneka Pasture” and including educational content regarding the area.

HISTORIC STRUCTURES

19. The Centennial Farm Lot contains several historical farming structures that are associated with the area’s farming history. To the extent economically possible, and subject to annual appropriations by City Council, those structures on the Centennial Farm Lot shall be maintained by the City as an historical resource. This provision shall not limit the City’s ability to use such structures in the manner that it sees fit, nor shall it limit the City’s ability to add structures to the Centennial Farm Lot that serve permitted uses, so long as the addition of any building is done in a manner that preserves the historic integrity of the existing structures.

MANAGEMENT OF THE AG PARCEL

20. County and City agree that County shall manage the Ag Parcel at the time of closing and until the parties agree to enter into a formal management plan regarding the property. County shall manage and operate the Ag Parcel in the best interests of County and City, and subject to County’s Parks & Open Space Rules & Regulations. The Ag Parcel shall be designated as agricultural land and, consequently, it will be designated as “No Prairie Dog” and prairie dogs will be removed from the Ag Parcel. County and City agree that it may be mutually desirable to conduct agricultural uses on the Ag Parcel that would require irrigation water, such as having community gardens, market farms, or other agricultural operations that serve community needs (“Community Ag Uses”). If irrigation water can be identified after closing that would serve such Community Ag Uses, County and City agree to pay equally to acquire or develop such water jointly in 50% undivided interests, contingent upon each party’s prior approval of the water rights acquisition and funds for that purpose being appropriated, budgeted, and otherwise made available. If no suitable irrigation water can be identified, City agrees that if a municipal water main becomes available in proximity to the Ag Parcel, and the City and County both agree that the anticipated Community Ag Uses are desirable, the City will make available up to two (2) commercial water taps to the Ag Parcel for serving such Community Ag Uses. It is understood there is a tap fee associated with such water taps and that the tap fee will be divided equally between the City and County. If such municipal water is used to serve Community Ag Uses, it is agreed that the users (e.g., leasees) will pay the City for the use of the water at the same rate as any other commercial user.
AGRICULTURAL LEASE

21. County hereby agrees to lease back to William M. Waneka, solely for agricultural purposes, and Seller hereby agrees to lease from County, the Ag Parcel. The lease shall be entered into between County and Seller at closing substantially in the form as provided in Exhibit F attached hereto and by this reference ("Ag Lease"). The Ag Lease shall expire on September 1, 2020.

OTHER USES

22. After closing, the use of the Ag Parcel shall be restricted to agricultural use, except for the following:

22.1. A 40’ underground utility easement along the west side of the Ag Parcel, which shall be described as a specifically permitted use in the conservation easements granted at Closing. The County will grant the underground utility easement to the City substantially in the form as provided in Exhibit I attached hereto and by this reference made a part of this Agreement, to be executed at Closing, and City will pay to County at closing approximately $22,532.90 calculated as follows: County’s per-acre price of $26,049.59 ($3,425,000/131.48 acres) divided by half because the easement is underground; based on a size of 40’ x 1,887.77’ = 1.73 acres; 1.73 acres x $13,024.80 =$22,532.90.

22.2. Additional road right-of-way along the north side of the Ag Parcel for future Highway 7 expansion and improvements;

22.3. A 50’ trail corridor along the south side of the Ag Parcel and a 40’ trail corridor along the west side of the Ag Parcel; and

22.4. Trail construction, maintenance, and trail uses along the sections of the Property described in Paragraph 22.3. These trail uses shall be described as affirmative rights conveyed to the City in the conservation easement the County will grant to the City over the County’s 50% undivided interest in the Property.

When the City takes the road right-of-way locations, City shall pay County the fair market value of the County’s interest in the land taken for right-of-way, but no less than the per-acre price County paid at closing, for the acreage of the road right-of-way taken.

CONTINGENCY

23. Buyer’s obligation to close on the purchase of the Property is expressly contingent upon City and County each providing their portion of the purchase price.
REAL ESTATE COMMISSION

24. Any real estate commission due to any broker upon sale of Parcel 1 to Buyer shall be paid by Seller. Buyer represents to Seller that Buyer is not a party to a contract which requires the payment of any real estate commission upon sale of a fee simple interest in Parcel 1 to Buyer.

PROPERTY TO REMAIN UNENCUMBERED

25. Seller agrees that Seller will not, so long as this Agreement is in effect, encumber or burden Parcel 1 or any part thereof without the consent of Buyer. Seller further agrees that during the term of this Agreement and through the date of delivery of possession of Parcel 1 to Buyer, Seller shall not develop Parcel 1 in any manner, including without limitation, constructing any improvements or erecting any structures on Parcel 1, or disturbing the surface of Parcel 1.

ASSIGNMENT

26. Seller shall not assign Seller’s rights and obligations hereunder unless Buyer first consents thereto in writing, which consent shall not be unreasonably withheld.

Buyer does, however, consent to Seller assigning Seller’s rights hereunder in furtherance of an IRC Section 1031 tax-deferred exchange so long as Buyer incurs no increased expense, delay of closing, or liability exposure and so long as the assignee complies with all of the provisions of this Agreement. Said consent does not give Seller the right to impose any responsibilities on Buyer that are not set forth in this Agreement other than the consent to the assignment. Seller agrees that so long as Buyer is not in default hereunder, Seller shall not sell or convey any of Parcel 1 except to Buyer pursuant to this Agreement. Buyer may assign its rights to purchase all or a portion of Parcel 1 or any interest in Parcel 1, including without limitation development rights, without the consent of Seller and Seller shall cooperate in executing appropriate documentation for the transfer of all or part of the Property, or any interest in the Property, including without limitation development rights, to any assignee of Buyer, so long as Seller incurs no increased expense or liability exposure and so long as the assignee complies with all of the provisions of this Agreement. Documentation for the transfer of development rights shall include transferrable development certificates, assignment documents and any additional documents required by the Title Company at closing.

CONDEMNATION

27.1. Condemnation of the Entire Property that is the Subject of this Agreement

If another governmental entity or agency exercises its powers of eminent domain to acquire title to the Property, Buyer shall, in such event, release its rights and option to purchase as to the Property so condemned and shall make no claim as to the monies paid for the Property so taken by the condemning authority. In the event of such a condemnation, the money so paid by the condemning authority for the Property so taken shall be and become the sole and separate Property of Seller. The provisions of this
paragraph shall not be construed, however, as precluding or preventing County or City from condemning any property that it is statutorily authorized to condemn.

27.2. Condemnation of a Portion of the Property that is The Subject of this Agreement

If another governmental entity or agency exercises its powers of eminent domain to acquire title to a portion of the Property, Buyer shall still retain the rights granted under this Agreement as to such of the Property described in Exhibit A which is not taken by the condemnation. In such event, the portion of the Property that is not condemned shall remain subject to the terms of the Agreement, if Buyer so elects. The purchase price of the portion of the Property remaining shall be determined on a per acre basis for land and/or a per unit/share price for any Water Rights, as set forth in Paragraph 3 of this Agreement, notwithstanding the consideration paid to Seller for the part of said Property taken by virtue of said eminent domain proceedings. If no per acre price is set forth in this Agreement, the per acre price shall be determined by dividing the purchase price for land in Parcel 1, by the total acreage of Parcel 1.

TAX CONSEQUENCES

28. Seller acknowledges that neither Buyer, nor any of its agents or attorneys have made any representations as to the tax treatment to be accorded to this Agreement or to any proceeds thereof by the Internal Revenue Service under the Internal Revenue Code or by the tax officials of the State of Colorado under Colorado tax law.

AGREEMENT TO SURVIVE CLOSING

29. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature fully and completely performed upon the closing of the purchase-sale transactions herein provided for, all of the terms, conditions, representations, warranties, covenants, and agreements herein set forth and contained shall survive the closing of any purchase-sale transaction herein provided for and shall continue after said closing to be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

ENTIRE AGREEMENT

30. This Agreement, including all exhibits made a part of this Agreement by reference and incorporated herein, contains the entire contract, understanding, and agreement between the parties and supersedes all prior understandings, warranties, representations, letters of intent, all of which are by execution hereof rendered null and void.

NOTICE

31. Within sixty (60) days after a change of a party’s address, that party shall provide a written notice of any change of address to all other parties. Whenever notice is required to be
given hereunder, it shall be in writing and may be mailed, or hand delivered to the party entitled thereto, and if mailed, it shall be done by registered or certified mail, return receipt requested. If mailed, said notice shall be effective and complete as of the date of mailing. If hand delivered, said notice shall be effective and complete upon completion of the hand delivery. Notice may also be accomplished by email, if emailed to a current email address specified in writing by the receiving party. Until changed by notice in writing, each party’s mailing addresses are as follows:

To County: The Director
Boulder County Parks & Open Space
5201 St. Vrain Road
Longmont, Colorado 80503

With a copy to: The Boulder County Attorney’s Office
P.O. Box 471
Boulder, Colorado 80306

To City: City Administrator
City of Lafayette
1290 S. Public Road
Lafayette, Colorado 80026

To Seller: CDA 1, LLC
c/o William M. Waneka
1950 Tunnel Road
Wheatland, Wyoming 82201

GOVERNING LAW

32. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

COUNTERPARTS

33. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable to and binding upon all parties.

RECORDING

34. This Agreement shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.
SEVERABILITY

35. If any part of this Agreement is found, decreed or held to be void or unenforceable, such finding, decree or holding shall not affect the other remaining provisions of this Agreement which shall remain in full force and effect.

APPROPRIATIONS

36. Financial obligations of County and City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. County and City have contracted for the acquisition of real property rights herein described and have reason to believe that sufficient funds will be available for the full term of the Agreement. If County or City terminates this Agreement because funds are not appropriated, budgeted or otherwise made available, Buyer and Seller shall be released from all obligations to perform and make payments hereunder. Termination by Buyer under this provision shall be effective immediately upon Seller's receipt of written notice provided by Buyer pursuant to Paragraph 31 of this Agreement.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

BUYER:

COUNTY OF BOULDER,
a body corporate and politic

By: ________________________________
    Elise Jones, Chair

By: ________________________________
    Deb Gardner, Vice Chair

By: ________________________________
    Matt Jones, Commissioner

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ___ day of November, 2019 by Elise Jones, Chair, Deb Gardner, Vice Chair, and Matt Jones, Commissioner, of the Board of County Commissioners of Boulder County, Colorado.

(Notary official signature)  NOTARY SEAL

(Commission expiration)
BUYER:

CITY OF LAFAYETTE,
a Colorado home rule corporation

By: __________________________________________
   Alexandra Lynch, Mayor

Attest:

____________________________________________

Susan Koster, CMC, City Clerk

Approved as to form:

____________________________________________

David Williamson, City Attorney
**SELLER:**
CDA 1, LLC, a Colorado limited liability company

By: ____________________________
____________________, Manager

State of _____________
County of _____________

The foregoing instrument was acknowledged before me this ___ day of ________________, 2019 by _________________, as Manager of CDA 1, LLC, a Colorado limited liability company.

__________________________
(Notary official signature)      NOTARY

__________________________
(Commission expiration)
EXHIBIT A

Legal Description – Parcel 1

A tract of land located in the NW1/4 of Section 1, T1S, R69W of the 6th P.M., County of Boulder, State of Colorado, described as follows:

COMMENCING at the Southwest Corner of Section 36, T1N, R69W of the 6th P.M., County of Boulder, State of Colorado, from which the S1/4 Corner of said Section 36 bears N89°36'53"E, 2643.35 feet (basis of bearing), thence N89°36'53"E, 776.21 feet along the South Line of the SW1/4 of said Section 36 to the Northwest Corner of said Section 1; thence S0°23'00"E, 50.00 feet along the West Line of the NW1/4 of said Section 1 to the Southerly Right-of-Way Line of State Highway 7 and the POINT OF BEGINNING;

The following courses and distances are along the Southerly Right-of-Way Line of said State Highway 7:

Thence N89°36'53"E, 496.28 feet;

Thence S63°49'07"E, 55.90 feet;

Thence N89°36'53"E, 1320.88 feet;

Thence N89°36'24"E, 777.17 feet to the East Line of the NW1/4 of said Section 1;

Thence leaving the Southerly Right-of-Way Line of said State Highway 7, S0°07'12"E, 2252.23 feet along the East Line of the NW1/4 of said Section 1 to the Cl/4 Corner of said Section 1;

Thence N89°53'45"W, 2634.06 feet along the South Line of the NW1/4 of said Section 1 to the W1/4 Corner of said Section 1;

Thence N0°23'00"W, 2254.59 feet along the West Line of the NW1/4 of said Section 1 to the POINT OF BEGINNING.

Area = 136.066 acres, more or less.
EXHIBIT B

Water Rights

All surface and subsurface water and water rights, ditches and ditch rights, ponds and pond rights, springs and spring rights, wells and well rights, whether decreed or not, if any, attached or appurtenant to or used in connection with the Property and owned by Seller, including:

A. Waneka Well #1, permit no. 87348 (Adjudicated 10/21/1974 in Case W-4011 for 0.067 cfs with an appropriation date of 01/01/1900).

B. Waneka Well #2, permit no. 87349 (Adjudicated 10/21/1974 in Case W-4011 for 0.0667 cfs with an appropriation date of 01/01/1900).

C. Waneka Ditch No. 1 (Adjudicated 10/1983 in Case No. 81CW435 for 2.5 cfs absolute with an appropriation date of 12/07/1961).
EXHIBIT C

Map
EXHIBIT D

Centennial Farm Restrictive Covenant

RESTRICTIVE COVENANT RUNNING WITH LAND

THIS RESTRICTIVE COVENANT RUNNING WITH THE LAND is entered into by and between the City of Lafayette, a Colorado home rule corporation (“City”), and the County of Boulder, a body corporate and politic (“County”).

RECITALS

A. Pursuant to that certain Purchase Agreement and Division of Land entered into between City, County and others on November _____, 2019, and recorded at Reception No. __________ of the real property records of Boulder County, Colorado (the “Agreement”), County agreed to a division of land to create the parcel of land City purchased by general warranty deed described on Exhibit 1 attached hereto and incorporated herein by reference (the “Centennial Farm Lot”); and

B. City and County desire to apply certain restrictions regarding the use and development of the Centennial Farm Lot to ensure that the environmental resources are protected.

AGREEMENT

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

1. Use of the Centennial Farm Lot shall be limited to governmental purposes or one single family residence. City intends to use the Centennial Farm Lot as an operations base for its Parks, Recreation & Open Space Department, and as an area for historic, open space, and agricultural education. City shall obtain County’s approval for any other governmental use of the Centennial Farm Lot prior to changing its use.

2. The Centennial Farm Lot contains several historical farming structures that are associated with the area’s farming history. To the extent economically possible, and subject to annual appropriations by City Council, those structures on the Centennial Farm Lot shall be maintained by the City as an historical resource. This provision shall not limit the City’s ability to use such structures in the manner that it sees fit, nor shall it limit the City’s ability to add structures to the Centennial Farm Lot that serve permitted uses, so long as the addition of any building is done in a manner that preserves the historic integrity of the existing structures.
3. The restrictions contained herein shall be restrictions running with the land, regardless of whether or not the Centennial Farm Lot has been annexed into the City, and shall be binding upon City, its successors and assigns.

DATED this _____ day of November, 2019.

CITY OF LAFAYETTE,
a Colorado home rule corporation

By: ____________________________
Alexandra Lynch, Mayor

Attest:

________________________________
Susan Koster, CMC, City Clerk

Approved as to form:

________________________________
David Williamson, City Attorney
COUNTY OF BOULDER,
a body corporate and politic

By: ________________________________
   Elise Jones, Chair

By: ________________________________
   Deb Gardner, Vice Chair

By: ________________________________
   Matt Jones, Commissioner

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ___ day of November, 2019 by
Elise Jones, Chair, Deb Gardner, Vice Chair, and Matt Jones, Commissioner, of the Board of
County Commissioners of Boulder County, Colorado.

__________________________________________
(Notary official signature)  NOTARY

__________________________________________
(Commission expiration)  SEAL
EXHIBIT 1

Legal Description of the Centennial Farm Lot

A tract of land located in the NW1/4 of Section 1, T1S, R69W of the 6th P.M., County of Boulder, State of Colorado, described as follows:

COMMENCING at the Southwest Corner of Section 36, T1N, R69W of the 6th P.M., County of Boulder, State of Colorado, from which the S1/4 Corner of said Section 36 bears N89°36'53"E, 2643.35 feet (Basis of Bearing), thence N89°36'53"E, 776.21 feet along the South Line of the SW1/4 of said Section 36 to the Northwest Corner of said Section 1; Thence S0°23'00"E, 50.00 feet along the West Line of the NW1/4 of said Section 1 to the Southerly Right-of-way Line of State Highway 7 and the POINT OF BEGINNING;

Thence N89°36'53"E, 496.28 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof;

Thence S63°49'07"E, 55.90 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof;

Thence S0°23'00"E, 341.82 feet parallel with the West Line of the NW1/4 of said Section 1;

Thence S89°36'53"W, 546.27 feet parallel with the Southerly Right-of-way Line of said State Highway 7 to the West Line of the NW1/4 of said Section 1;

Thence N0°23'00"W, 366.82 feet along the West Line of the NW1/4 of said Section 1 to the POINT OF BEGINNING.

Area = 4.586 acres, more or less.
EXHIBIT E

Ag Parcel CE (County to City)

DEED OF CONSERVATION EASEMENT IN GROSS

THIS DEED OF CONSERVATION EASEMENT IN GROSS (the “Easement”) is entered into this 19th day of November, 2019, by and between the County of Boulder, a body corporate and politic (“Grantor”), and the City of Lafayette, a Colorado home rule city (“Grantee”) (collectively, the “Parties”).

RECITALS

This Deed of Conservation Easement in Gross is made with respect to the following facts:

1. Grantor and Grantee, pursuant to that certain General Warranty Deed recorded in the Boulder County Clerk and Recorder’s Office at Reception Number __________ on November ____, 2019, are tenants in common of the land described on Exhibit 1 attached hereto and by this reference incorporated herein. Grantor and Grantee are also tenants in common of Waneka Ditch No. 1, and any and all other water and water rights, ditches and ditch rights, reservoirs and reservoir rights, ponds and pond rights, springs and spring rights, wells and well rights, underground water rights, both tributary and non-tributary (including any and all inchoate non-tributary groundwater rights), whether decreed or not, on, underlying, appurtenant to, or at any time used on or in connection with the Land (the “Water Rights”). For purposes of this Easement, the term “Property” shall hereinafter mean the Grantor's undivided 50% interest in the Water Rights and the land described in Exhibit 1; and

2. The Property’s open space values are of great importance to Grantor, Grantee and the people of the County of Boulder, and are worthy of preservation; and

3. Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and open space values; and

4. The State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of §§ 38-30.5-101, et seq., Colorado Revised Statutes, as amended; and

5. Grantor desires to grant to Grantee a conservation easement over and across the Property, in order to assure its preservation in perpetuity; and

6. Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan and City of Lafayette planning documents; and

7. Grantee desires to acquire from Grantor a conservation easement over and across the Property, in order to assure its preservation in perpetuity for agricultural uses and for the open space function that it serves.
NOW, THEREFORE, in consideration of the obligations of the parties and of the mutual covenants contained herein, and further pursuant to C.R.S. §§ 38-30.5-101, et seq., Grantor hereby conveys to Grantee a perpetual Conservation Easement in Gross (hereinafter, the “Easement”), an immediately vested interest in real property defined by C.R.S. §§ 38-30.5-101, et seq., and consisting of the rights hereinafter enumerated, over and across the Property described in Exhibit 1.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting for scenic, open space, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. GRANT

The affirmative rights conveyed to Grantee by this Easement are the following:

1.1 To preserve and protect in perpetuity the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses.

1.2 To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry.

1.3 To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. Grantee's status as owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

1.4 To review and approve or deny applications from Grantor for uses neither expressly granted nor specifically prohibited by the Easement described herein but which may be conducted in a manner consistent with preservation of the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses. Approval, if granted, shall be by resolution of the governing body of Grantee.

1.5 The first right to purchase the Property or any portion thereof described in Exhibit 1, in the following manner: In the event Grantor desires to sell such Property or any portion thereof and receives a bona fide offer for such sale, the Property or any portion thereof, shall be offered to Grantee who shall have a first right to purchase such offered fee interest for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable to Grantor. Written notice of such bona fide offer shall be given to Grantee who shall have forty-five (45) days from the date of receipt of the written notice to accept such offer, and if not accepted, the sale may be made to such third-party purchaser.
1.6 The right of ingress and egress to the Property for the public and Grantee for passive recreational uses.

II. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to scenic, open space, agricultural, passive recreational and environmental uses. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

2.1 Passive recreational uses, which shall include hiking and photography or other nature studies, and construction of trails for such uses. Specifically, Grantee may construct and maintain trails and fencing within a 40'-wide corridor along the west line of the Property and within a 50'-wide corridor along the south line of the Property. Grantee may not construct additional trails upon the Property, unless Grantor first approves them. Where determined to be appropriate by the governing boards of Grantor and Grantee, bicycling, horseback riding, fishing and picnicking, and other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan and City of Lafayette regulations may be permitted upon the Property or portions thereof.

2.2 Continuation of agricultural uses, including the open growing of crops and the pasturing, grazing, feeding and care of livestock at levels consistent with the Boulder County Zoning Resolution and with the Soil and Conservation Plan for the Property, if such plan is approved by the governing board of Grantor and Grantee. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

2.3 The conveyance of a 40'-wide underground utility easement along the west side of the Property and additional road right-of-way along the north side of the Property for future Highway 7 expansion and improvements.

2.4 Maintenance, repair, replacement, removal and use of all roads legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

2.5 Installation, maintenance, repair, removal, relocation, and replacement of drainage facilities and underground utility mains, lines and facilities for the purpose of providing utility services and drainage to or through the Property, provided that the surface of the Property shall be reclaimed promptly after construction is completed.

2.6 Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner that shall preserve and protect the agricultural and/or Open Space characteristics of the Property.

2.7 Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes. Further, application of pesticides and herbicides and other chemicals shall be prohibited unless non-toxic remedies are reasonably determined to have little opportunity for
success, or unless required by state and/or federal law. Such use shall not contaminate surface and ground water. Grantor shall control all noxious weeds according to the provisions of Title 35 of Colorado Revised Statutes and/or the administrative rules and regulations promulgated by the Commissioner of Agriculture of the State of Colorado or by the Board of County Commissioners of Boulder County, or the governing authority.

2.8 Control of predatory and problem animals by the use of selected control techniques whose effect will be upon only specific animals or species which have caused or are likely to cause damage to crops, livestock, or other property. Such control techniques shall not have detrimental impacts upon water quality and the continued agricultural use of the Property and shall exclude the use of leghold traps.

2.9 Any use approved by the governing bodies of the County of Boulder and the City of Lafayette.

2.10 Grantor and Grantee agree that protecting the wetlands on the Property is of the utmost importance. Grantor and Grantee agree to share equally in any expenses for maintaining the wetlands, including any fencing necessary to protect the wetlands. Grantor and Grantee further agree to share equally in any expenses necessary to restore or enhance the wetlands, where Grantor and Grantee agree to carry out such projects.

III. PROHIBITED USES AND PRACTICES

The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing bodies of the County of Boulder and the City of Lafayette:

3.1 Use of the Property in a manner inconsistent with the spirit and purposes stated herein.

3.2 The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

3.3 Those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property but which are not specifically permitted by this Easement.

3.4 Any use not expressly permitted by the applicable zoning regulations for the Property.

3.5 The construction, placing, or erection of any signs or billboards except those needed for the uses permitted herein, and except signs for open space or trail information, maps, rules and regulations, and educational content.

3.6 The construction of any structures or development of the Property, except in connection with public recreational trails.
3.7 The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through dredging or filling, or the placing of soil or other substances, material, or landfill on the Property.

3.8 The setting of any fire, controlled or uncontrolled, except for normal and customary burning of irrigation ditches and agricultural burns, such as soil conservation approved burning of weeds. Grantor agrees to make a reasonable effort to control and then suppress any permitted burn and to suppress any other fire that may occur on the Property including, but not limited to, notifying the appropriate fire district.

3.9 Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of the Grantee. The Property shall be held as one agricultural and Open Space unit and, without the express written consent of the Grantee, or by operation of law, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If Grantee does approve a division of the Property, or a division occurs by operation of law, all terms of this Easement shall attach to the land and shall survive any division.

3.10 The conveyance of rights-of-way, easements, or the construction of any new roadways, except as otherwise provided herein.

3.11 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance, except pursuant to currently existing leases.

IV. ENFORCEMENT

4.1 Grantee may exercise immediate reasonable enforcement, restoration, and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2 Each party also shall be entitled to specific performance by the other party of all rights granted hereby. In the event that one of party fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured party’s interest therein.

V. MISCELLANEOUS

5.1 The parties agree that the costs associated with the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be the responsibility of Grantor. The parties also agree that Grantor shall extend its existing liability and property insurance, which may include self-insurance, to include the Property, in an amount determined by the parties to be sufficient. Said insurance shall name as additional insured the other party hereto.
5.2 The terms of this Conservation Easement shall be binding upon Grantor and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor’s successors and assigns and the above-named Grantee and its successors and assigns, respectively.

5.3 Grantor owns an undivided 50% interest in the Property. Grantor is granting a conservation easement only as to the undivided 50% interest it owns in the Property. Grantee also owns an undivided interest in the Property. Grantee accepts the conservation easement only as to the undivided interest in the Property owned by Grantor. The ownership of Grantor's and Grantee’s estates are not coextensive, and the parties expressly intend that the conservation easement granted herein shall not merge with the underlying fee interest. Additionally, by execution of this Conservation Easement in Gross, and as a material part of this Agreement, Grantor and Grantee relinquish their rights individually and collectively to seek judicial partition of the individual interests in this Conservation Easement in Gross and in each party’s respective undivided fee simple interest in the Property.

5.4 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5.5 Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

5.6 This instrument and the attached Exhibit contain the entire agreement between the parties relating to the Conservation Easement on the Property and may be modified only by an instrument in writing executed by all parties.

5.7 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

5.8 This Easement shall be recorded in the Boulder County Clerk and Recorder’s Office.
GRANTOR:

COUNTY OF BOULDER,
a body corporate and politic

By: __________________________
    Elise Jones, Chair

By: __________________________
    Deb Gardner, Vice Chair

By: (excused) __________________________
    Matt Jones, Commissioner

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this 19th day of November, 2019 by Elise Jones, Chair, and Deb Gardner, Vice Chair, of the Board of County Commissioners of Boulder County, Colorado.

(Notary official signature) NOTARY SEAL

(Commission expiration)
GRANTEE:

CITY OF LAFAYETTE,
a Colorado home rule corporation

By: _______________________________________
    Alexandra Lynch, Mayor

Attest:

__________________________
Susan Koster, CMC, City Clerk

Approved as to form:

__________________________
David Williamson, City Attorney
EXHIBIT 1

An undivided 50% interest in the following property

A tract of land located in the NW1/4 of Section 1, T1S, R69W of the 6th P.M., County of Boulder, State of Colorado, described as follows:

COMMENCING at the Southwest Corner of Section 36, T1N, R69W of the 6th P.M., County of Boulder, State of Colorado, from which the S1/4 Corner of said Section 36 bears N89°36'53"E, 2643.35 feet (Basis of Bearing), thence N89°36'53"E, 776.21 feet along the South Line of the SW1/4 of said Section 36 to the Northwest Corner of said Section 1; Thence S0°23'00"E, 50.00 feet along the West Line of the NW1/4 of said Section 1 to the Southerly Right-of-way Line of State Highway 7; Thence N89°36'53"E, 496.28 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof; Thence S63°49'07"E, 55.90 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof and the POINT OF BEGINNING;

Thence S0°23'00"E, 341.82 feet parallel with the West Line of the NW1/4 of said Section 1;

Thence S89°36'53"W, 546.27 feet parallel with the Southerly Right-of-way Line of said State Highway 7 to the West Line of the NW1/4 of said Section 1;

Thence S0°23'00"E, 1887.77 feet along the West Line of the NW1/4 of said Section 1 to the W1/4 Corner of said Section 1;

Thence S89°53'45"E, 2634.06 feet along the South Line of the NW1/4 of said Section 1 to the C1/4 Corner of said Section 1;

Thence N0°07'12"W, 2252.23 feet along the East Line of the NW1/4 of said Section 1 to the Southerly Right-of-way Line of said State Highway 7;

Thence S89°36'24"W, 777.17 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof;

Thence S89°36'53"W, 1320.88 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof and the POINT OF BEGINNING.
Ag Parcel CE (City to County)

DEED OF CONSERVATION EASEMENT IN GROSS

THIS DEED OF CONSERVATION EASEMENT IN GROSS (the “Easement”) is entered into this ____ day of November, 2019, by and between the City of Lafayette, a Colorado home rule city (“Grantor”), and the County of Boulder, a body corporate and politic (“Grantee”) (collectively, the “Parties”).

RECITALS

This Deed of Conservation Easement in Gross is made with respect to the following facts:

1. Grantor and Grantee, pursuant to that certain General Warranty Deed recorded in the Boulder County Clerk and Recorder’s Office at Reception Number ______________ on November ______, 2019, are tenants in common of the land described on Exhibit 1 attached hereto and by this reference incorporated herein. Grantor and Grantee are also tenants in common of Waneka Ditch No. 1, and any and all other water and water rights, ditches and ditch rights, reservoirs and reservoir rights, ponds and pond rights, springs and spring rights, wells and well rights, underground water rights, both tributary and non-tributary (including any and all inchoate non-tributary groundwater rights), whether decreed or not, on, underlying, appurtenant to, or at any time used on or in connection with the Land (the “Water Rights”). For purposes of this Easement, the term “Property” shall hereinafter mean the Grantor's undivided 50% interest in the Water Rights and the land described in Exhibit 1; and

2. The Property's open space values are of great importance to Grantor, Grantee and the people of the County of Boulder, and are worthy of preservation; and

3. Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and open space values; and

4. The State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of §§ 38-30.5-101, et seq., Colorado Revised Statutes, as amended; and

5. Grantor desires to grant to Grantee a conservation easement over and across the Property, in order to assure its preservation in perpetuity; and

6. Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan and City of Lafayette planning documents; and

7. Grantee desires to acquire from Grantor a conservation easement over and across the Property, in order to assure its preservation in perpetuity for agricultural uses and for the open space function that it serves.
NOW, THEREFORE, in consideration of the obligations of the parties and of the mutual covenants contained herein, and further pursuant to C.R.S. §§ 38-30.5-101, et seq., Grantor hereby conveys to Grantee a perpetual Conservation Easement in Gross (hereinafter, the “Easement”), an immediately vested interest in real property defined by C.R.S. §§ 38-30.5-101, et seq., and consisting of the rights hereinafter enumerated, over and across the Property described in Exhibit 1.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting for scenic, open space, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. GRANT

The affirmative rights conveyed to Grantee by this Easement are the following:

1.1 To preserve and protect in perpetuity the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses.

1.2 To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry.

1.3 To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. Grantee’s status as owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

1.4 To review and approve or deny applications from Grantor for uses neither expressly granted nor specifically prohibited by the Easement described herein but which may be conducted in a manner consistent with preservation of the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses. Approval, if granted, shall be by resolution of the governing body of Grantee.

1.5 The first right to purchase the Property or any portion thereof described in Exhibit 1, in the following manner: In the event Grantor desires to sell such Property or any portion thereof and receives a bona fide offer for such sale, the Property or any portion thereof, shall be offered to Grantee who shall have a first right to purchase such offered fee interest for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable to Grantor. Written notice of such bona fide offer shall be given to Grantee who shall have forty-five (45) days from the date of receipt of the written notice to accept such offer, and if not accepted, the sale may be made to such third-party purchaser.
1.6 The right of ingress and egress to the Property for the public and Grantee for passive recreational uses.

II. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to scenic, open space, agricultural, passive recreational and environmental uses. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

2.1 Passive recreational uses, which shall include hiking and photography or other nature studies, and construction of trails for such uses. Specifically, Grantor may construct and maintain trails and fencing within a 40’-wide corridor along the west line of the Property and within a 50’-wide corridor along the south line of the Property. Grantor may not construct additional trails upon the Property, unless Grantee first approves them. Where determined to be appropriate by the governing boards of Grantor and Grantee, bicycling, horseback riding, fishing and picnicking, and other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan and City of Lafayette regulations may be permitted upon the Property or portions thereof.

2.2 Continuation of agricultural uses, including the open growing of crops and the pasturing, grazing, feeding and care of livestock at levels consistent with the Boulder County Zoning Resolution and with the Soil and Conservation Plan for the Property, if such plan is approved by the governing board of Grantor and Grantee. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

2.3 The conveyance of a 40’-wide underground utility easement along the west side of the Property and additional road right-of-way along the north side of the Property for future Highway 7 expansion and improvements.

2.4 Maintenance, repair, replacement, removal and use of all roads legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

2.5 Installation, maintenance, repair, removal, relocation, and replacement of drainage facilities and underground utility mains, lines and facilities for the purpose of providing utility services and drainage to or through the Property, provided that the surface of the Property shall be reclaimed promptly after construction is completed.

2.6 Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner that shall preserve and protect the agricultural and/or Open Space characteristics of the Property.

2.7 Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes. Further, application of pesticides and herbicides and other chemicals shall be prohibited unless non-toxic remedies are reasonably determined to have little opportunity for
success, or unless required by state and/or federal law. Such use shall not contaminate surface and ground water. Grantor shall control all noxious weeds according to the provisions of Title 35 of Colorado Revised Statutes and/or the administrative rules and regulations promulgated by the Commissioner of Agriculture of the State of Colorado or by the Board of County Commissioners of Boulder County, or the governing authority.

2.8 Control of predatory and problem animals by the use of selected control techniques whose effect will be upon only specific animals or species which have caused or are likely to cause damage to crops, livestock, or other property. Such control techniques shall not have detrimental impacts upon water quality and the continued agricultural use of the Property and shall exclude the use of leghold traps.

2.9 Any use approved by the governing bodies of the County of Boulder and the City of Lafayette.

2.10 Grantor and Grantee agree that protecting the wetlands on the Property is of the utmost importance. Grantor and Grantee agree to share equally in any expenses for maintaining the wetlands, including any fencing necessary to protect the wetlands. Grantor and Grantee further agree to share equally in any expenses necessary to restore or enhance the wetlands, where Grantor and Grantee agree to carry out such projects.

III. PROHIBITED USES AND PRACTICES

The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing bodies of the County of Boulder and the City of Lafayette:

3.1 Use of the Property in a manner inconsistent with the spirit and purposes stated herein.

3.2 The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

3.3 Those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property but which are not specifically permitted by this Easement.

3.4 Any use not expressly permitted by the applicable zoning regulations for the Property.

3.5 The construction, placing, or erection of any signs or billboards except those needed for the uses permitted herein, and except signs for open space or trail information, maps, rules and regulations, and educational content.

3.6 The construction of any structures or development of the Property, except in connection with public recreational trails.
3.7 The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through dredging or filling, or the placing of soil or other substances, material, or landfill on the Property.

3.8 The setting of any fire, controlled or uncontrolled, except for normal and customary burning of irrigation ditches and agricultural burns, such as soil conservation approved burning of weeds. Grantor agrees to make a reasonable effort to control and then suppress any permitted burn and to suppress any other fire that may occur on the Property including, but not limited to, notifying the appropriate fire district.

3.9 Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of the Grantee. The Property shall be held as one agricultural and Open Space unit and, without the express written consent of the Grantee, or by operation of law, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If Grantee does approve a division of the Property, or a division occurs by operation of law, all terms of this Easement shall attach to the land and shall survive any division.

3.10 The conveyance of rights-of-way, easements, or the construction of any new roadways, except as otherwise provided herein.

3.11 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance, except pursuant to currently existing leases.

IV. ENFORCEMENT

4.1 Grantee may exercise immediate reasonable enforcement, restoration, and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2 Each party also shall be entitled to specific performance by the other party of all rights granted hereby. In the event that one of party fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured party’s interest therein.

V. MISCELLANEOUS

5.1 The parties agree that the costs associated with the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be the responsibility of Grantor. The parties also agree that Grantor shall extend its existing liability and property insurance, which may include self-insurance, to include the Property, in an amount determined by the parties to be sufficient. Said insurance shall name as additional insured the other party hereto.
5.2 The terms of this Conservation Easement shall be binding upon Grantor and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor’s successors and assigns and the above-named Grantee and its successors and assigns, respectively.

5.3 Grantor owns an undivided 50% interest in the Property. Grantor is granting a conservation easement only as to the undivided 50% interest it owns in the Property. Grantee also owns an undivided interest in the Property. Grantee accepts the conservation easement only as to the undivided interest in the Property owned by Grantor. The ownership of Grantor’s and Grantee’s estates are not coextensive, and the parties expressly intend that the conservation easement granted herein shall not merge with the underlying fee interest. Additionally, by execution of this Conservation Easement in Gross, and as a material part of this Agreement, Grantor and Grantee relinquish their rights individually and collectively to seek judicial partition of the individual interests in this Conservation Easement in Gross and in each party’s respective undivided fee simple interest in the Property.

5.4 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5.5 Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

5.6 This instrument and the attached Exhibit contain the entire agreement between the parties relating to the Conservation Easement on the Property and may be modified only by an instrument in writing executed by all parties.

5.7 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

5.8 This Easement shall be recorded in the Boulder County Clerk and Recorder’s Office.
GRANTOR:

CITY OF LAFAYETTE,
a Colorado home rule corporation

By: ________________________________
   Alexandra Lynch, Mayor

Attest:

_______________________________
Susan Koster, CMC, City Clerk

Approved as to form:

_______________________________
David Williamson, City Attorney
GRANTEE:

COUNTY OF BOULDER, 
a body corporate and politic

By: __________________________________________
   Elise Jones, Chair
By: __________________________________________
   Deb Gardner, Vice Chair
By: __________________________________________
   Matt Jones, Commissioner

State of Colorado  
County of Boulder  

The foregoing instrument was acknowledged before me this 19th day of November, 2019 by 
Elise Jones, Chair, and Deb Gardner, Vice Chair, of the Board of County Commissioners of 
Boulder County, Colorado.

(Notary official signature)  

(Commission expiration) 

NOTARY SEAL
EXHIBIT 1

An undivided 50% interest in the following property

A tract of land located in the NW1/4 of Section 1, T1S, R69W of the 6th P.M., County of Boulder, State of Colorado, described as follows:

COMMENCING at the Southwest Corner of Section 36, T1N, R69W of the 6th P.M., County of Boulder, State of Colorado, from which the S1/4 Corner of said Section 36 bears N89°36'53"E, 2643.35 feet (Basis of Bearing), thence N89°36'53"E, 776.21 feet along the South Line of the SW1/4 of said Section 36 to the Northwest Corner of said Section 1; Thence S0°23'00"E, 50.00 feet along the West Line of the NW1/4 of said Section 1 to the Southerly Right-of-way Line of State Highway 7; Thence N89°36'53"E, 496.28 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof; Thence S63°49'07"E, 55.90 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof and the POINT OF BEGINNING;

Thence S0°23'00"E, 341.82 feet parallel with the West Line of the NW1/4 of said Section 1;

Thence S89°36'53"W, 546.27 feet parallel with the Southerly Right-of-way Line of said State Highway 7 to the West Line of the NW1/4 of said Section 1;

Thence S0°23'00"E, 1887.77 feet along the West Line of the NW1/4 of said Section 1 to the W1/4 Corner of said Section 1;

Thence S89°53'45"E, 2634.06 feet along the South Line of the NW1/4 of said Section 1 to the C1/4 Corner of said Section 1;

Thence N0°07'12"W, 2252.23 feet along the East Line of the NW1/4 of said Section 1 to the Southerly Right-of-way Line of said State Highway 7;

Thence S89°36'24"W, 777.17 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof;

Thence S89°36'53"W, 1320.88 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof and the POINT OF BEGINNING.
LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Lease" or "Agreement", is made to be effective as of the 19th day of November, 2019, between the County of Boulder, a body corporate and politic, whose address is P.O. Box 471, Boulder, Colorado 80306, of the County of Boulder, State of Colorado hereinafter referred to as "Landlord" or "County", and William M. Waneka, whose address is 1950 Tunnel Road, Wheatland, Wyoming 82201, hereinafter referred to as "Tenant".

In consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows.

1. LEASE OF PREMISES

The Landlord and Tenant hereby agree to enter into a lease for approximately 133 acres of land known as the Waneka Centennial Farm Open Space, Boulder County, Colorado, hereinafter referred to as the "Leased Premises", legally described in Exhibit 1, and as shown on the map attached hereto as Exhibit 2, which exhibits are made a part hereof by this reference.

2. TERM

The term of this Lease shall commence on the execution hereof and shall end on September 1, 2020, unless terminated by Landlord at an earlier date, as provided in Paragraph 13 of this Agreement.

3. USE

Tenant shall use the Leased Premises for the purpose of agricultural production.

4. WATER RIGHTS

Tenant acknowledges that there are no irrigation water rights owned by the Landlord and available to Tenant for agricultural use.

5. PROPERTY MANAGEMENT

Tenant shall manage the Leased Premises consistent with a Soil and Water Conservation Plan as prepared and approved by the Longmont or Boulder Valley Conservation District, or its successor, in cooperation with the Natural Resource Conservation Service, hereinafter referred to as "NRCS", which Plan shall be current during each Lease period. Tenant shall file and certify acreage with the Boulder County Consolidated Farm Service Agency, and maintain and submit
Tenant shall also assist Landlord in developing an annual written agricultural operation plan and an annual written integrated weed operation plan prior to the growing season. As the growing season progresses, the plans may be modified as conditions, such as weather, vary. Tenant agrees to implement management according to these plans, and to any modifications made to the plans by the Landlord.

Tenant will take all measures necessary to prevent pollutants from entering storm drains and watercourses. To eliminate stormwater pollution, Tenant shall implement effective Best Management Practices (BMPs). BMPs include general good housekeeping practices, appropriate scheduling of activities, operational practices, maintenance procedures and other measures to prevent the discharge of pollutants directly or indirectly to the storm drain system. These BMPs shall be maintained for the duration of this Lease. Tenant shall also be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs. Tenant shall otherwise comply with the Federal Clean Water Act, Colorado Water Quality Control Act, and Boulder County’s local Clean Water Act, Illegal Discharge Ordinance (No. 2012-4). For work performed in urbanized areas, Tenant must comply with the requirements of MS4 Permit (COR090000), which is available through the Colorado Department of Public Health and Environment.

Tenant shall comply with all of the terms set forth in the current protocols for genetically modified crops to be grown on Boulder County Parks & Open Space. Current copies of the protocols will be kept on file with the County’s Agricultural Operations office and are available for inspection and copying during normal business hours.

6. **REMOVAL OF PERSONAL PROPERTY**

Tenant shall have the duration of the Lease term to remove all of Tenant's personal property from the Leased Premises, unless Landlord terminates this Lease as provided in Paragraph 13 of this Agreement. Tenant agrees that any personal property of Tenant remaining on the Leased Premises after the end of the Lease term, or termination of the Lease, shall be deemed abandoned by Tenant and Landlord shall have the right to dispose of any such personal property in any manner Landlord deems appropriate. Tenant will be liable for any disposal costs incurred by Landlord.

7. **TERMINATION**

This Lease shall terminate at the end of the Lease term. This Lease shall also terminate upon Tenant’s death. Additionally, the Landlord may terminate this Lease pursuant to the provisions of Paragraph 13 contained herein.
8. **INSURANCE REQUIREMENTS**

The Tenant shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Grantee has assumed until this Lease has expired or is terminated:

a. **Commercial General Liability or Farmer’s Liability Insurance Policy.** This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of $1,000,000.00 Each Occurrence and $2,000,000.00 General Aggregate resulting from the current agricultural operations on the Leased Premises.

b. **Automobile Liability Insurance.** Tenant shall purchase Automobile Liability Insurance which includes coverage for all owned, non-owned, and hired vehicles with a statutory minimum limit, each accident for each occurrence resulting from the current agricultural operations on the Leased Premises.

c. **Workers' Compensation and Employer's Liability.** Workers’ Compensation, if applicable, must be maintained to statutory limits. Employer's Liability is required for minimum limits of $100,000.00 Each Accident/$500,000.00 Disease-Policy Limit/$100,000.00 Disease-Each Employee.

d. An umbrella liability policy (also referred to as excess umbrella liability) may be used to provide additional commercial general liability, auto liability, and employer's liability coverage to meet the County's minimum requirements. When excess umbrella liability is used, coverage should be as broad as the primary coverage.

The Tenant shall provide Certificates of Insurance to Boulder County annually demonstrating that the insurance requirements have been met prior to the commencement of work under this Lease. The Commercial General Liability certificate or Farmer’s Liability Certificate of Insurance shall indicate Boulder County as an **ADDITIONAL INSURED by endorsement 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.*

These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without **thirty (30) days** written notice to the County, pursuant to paragraph 12.

If Tenant does make any change or modification to these policies, Tenant is required to give Landlord a 30-day written notice after such change or modification.

The Certificate Holder is “BOULDER COUNTY”. Certificates of Insurance should be forwarded to:
9. CONDITION OF PROPERTY

Prior to signing this Agreement, Tenant has inspected or caused to be inspected the Leased Premises and takes the Leased Premises in the condition AS IS. No additional representation, statement or warranty, express or implied, has been made by or on behalf of Landlord as to such condition. In no event shall the Landlord be liable for any defect in such Leased Premises or for any limitation on its use as agricultural land.

10. TENANT COVENANTS AND RESPONSIBILITIES

Except for those activities expressly permitted in this Lease which are exceptions to the Boulder County Parks & Open Space Rules and Regulations, Tenant shall abide by, and shall assure compliance by Tenant's guests and invitees with all Boulder County Parks & Open Space Rules and Regulations as those Rules and Regulations may be amended, including the following:

a. Tenant shall allow the Landlord access to the agricultural Leased Premises at all times.

b. Tenant shall only allow odors, fumes, vibrations and noise on and from the Leased Premises which are commensurate with the normal conduct of agricultural operations.

c. All chemical pest control employed on the Leased Premises shall be in accordance with federal, state or local statute, ordinance, resolution, rule or regulation.

d. Tenant shall maintain all fences which confine livestock within the Leased Premises.

e. Tenant shall prevent deterioration beyond normal wear and tear of the Leased Premises and existing structures during the term of this Lease and implement management practices, as described in Paragraph 5 herein, to maintain and conserve the soil and water.

f. Tenant shall confer with Landlord annually on capital improvements needed for the Leased Premises as well as scheduling routine maintenance.

g. Subject to County Rules and Regulations, Tenant shall burn, clean, dredge and generally maintain in a serviceable condition, all ditches, including wasteways, related to the Leased Premises. Any maintenance requiring hired machinery will require the prior, written consent of Landlord, and shall be paid for by Landlord.
h. Tenant shall properly place, store, use or dispose on the Leased Premises, temporarily or permanently, only those substances legally permitted to be used on the Leased Premises, and which are approved by Landlord. Such substances shall include fuel products that are hazardous, toxic, dangerous or harmful or which are defined as a hazardous substance by the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") 42 USC § 9601. These substances shall be referred to collectively as "hazardous substances". Tenant shall immediately notify Landlord by phone and in writing, of all spills, releases, inspections, correspondence, orders, citations, notices, fines, response and/or cleanup actions, and violations of law, regulations or ordinances which affect the Leased Premises.

i. Non-agricultural vehicular travel is restricted to existing roads.

j. Tenant agrees there shall be no construction of any structure, building or other improvement on the Leased Premises without Landlord's prior written approval.

k. Tenant shall indemnify and save harmless Landlord from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease, or any period during which Tenant’s personal property remains on the Leased Premises, for personal injury, loss of life, or damage to property sustained in, or upon the Leased Premises or arising out of the use of the Leased Premises, and from and against all costs, attorneys fees, expenses and liabilities incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from any judgments, orders, decrees, or liens, resultant therefrom by virtue of the use of the Leased Premises.

l. Governmental Immunity: Nothing in this agreement 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.

m. Tenant agrees that Tenant shall not permit any mechanic's lien to be perfected or remain against the Leased Premises. Tenant shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Premises.

n. Tenant agrees that Tenant shall not assign, convey, devise, sublet, pledge or mortgage any of Tenant's interest herein without the prior written consent of the Landlord thereto, which consent shall be in the absolute discretion of the Landlord. Landlord reserves right to terminate any sub-lease at anytime at Landlord’s sole discretion. This shall not preclude Tenant from using Tenant’s share of the crop for collateral for an operating loan.
o. Tenant agrees the Leased Premises shall not be used for any purposes prohibited by the laws of the United States or the State of Colorado or the ordinances or resolutions of the County of Boulder.

p. Tenant agrees to deliver up and surrender to the Landlord, possession of said Leased Premises at the expiration or termination of this Lease, by lapse of time or otherwise.

q. No public access or recreational use of the Leased Premises can be authorized by the Tenant.

r. It shall be unlawful for any unauthorized person, to remove, destroy, mutilate, collect or deface any natural or man-made object on the Leased Premises.

s. It shall be unlawful for any person or domestic animal to feed, hunt, pursue, trap, molest, disturb or kill any wildlife at any time on the Leased Premises, except where and when such activities are permitted by action of the Board of County Commissioners or by written permission from the Director of the Parks & Open Space. This provision shall not apply to any county, state or federal government personnel authorized by the Board of County Commissioners to carry out a wildlife management program through law or County-approved rules and regulations.

t. Ground fires are unlawful. Exceptions to the ground fire prohibition may be allowed only with written permission from the Board of County Commissioners or the Director of Parks & Open Space and are subject to the burning requirements for Boulder County.

u. It shall be unlawful to dispose of trash, garbage, rubbish, litter or debris on the Leased Premises.

v. Under no circumstance may hazardous materials be deposited on the Leased Premises.

w. It shall be a violation of this Lease for any person, acting individually or on behalf of a business or organization, to use the Leased Premises for any commercial purpose (such as a staging area for a bicycle race; filming movies or commercials; hosting a farm to table dinner; riding activities of a commercial horse stable, riding school or livery) without first obtaining written permission from the Landlord. The only exception to this prohibition against commercial activities on the Leased Premises is that agricultural products produced by Tenant may be sold on the Leased Premises, after approval by Boulder County Parks & Open Space, so long as the sale is conducted in accordance with the provisions of the Boulder County Land Use Code.
x. It shall be unlawful to take off or land any motorized or non-motorized aircraft within the Leased Premises; aircraft includes but is not limited to: airplanes, helicopters, ultralights, gliders/sailplanes, and hot-air balloons.

11. EASEMENTS AND LICENSES

Notwithstanding any other provision of this Lease, Tenant accepts this Lease subject to all existing easements and licenses of record held by third parties and acknowledges that Landlord retains the right, in its sole discretion, to grant easements or licenses to third parties for entry upon and or use of a portion of the Leased Premises by the third party and or its agents during the term of this Lease. In the event that a third party, acting pursuant to an easement or license, damages the Leased Premises or Tenant's crops and or Tenant’s personal property, Landlord will restore the Leased Premises to its prior condition and/or compensate Tenant for the fair market value of any damage to such crop and or Tenant’s personal property.

12. NOTICES

Any notice from one party to another, required by the terms of this Lease agreement, may be delivered in person to such party (delivery to one of two or more persons named as a party shall be effective notice to all), or shall be delivered by first class mail, postage prepaid, and shall be deemed given one (1) day after the date mailed, addressed to the respective parties as follows:

Landlord:
Boulder County Parks & Open Space
5201 St. Vrain Road
Longmont, Colorado 80503
303-678-6226 - phone no. provided for informational purposes only.

Tenant:
William M. Waneka
1950 Tunnel Road
Wheatland, WY  82201
307-322-5157 - phone no. provided for informational purposes only.

13. BREACH

The Tenant agrees to observe and perform the conditions and agreements herein set forth to be observed and performed by the Tenant. If Tenant shall fail to observe or perform any conditions or agreements set forth in this Agreement, Landlord shall give Tenant written notice that Tenant has fifteen (15) days to cure such breach. If Tenant fails to commence within said fifteen-day period, a course of performance to cure such default and thereafter to diligently pursue the work required to correct it, then, and in that event, and as often as the same may happen, it shall be lawful for the Landlord, at its election, to terminate this Lease and to re-enter and repossess itself of the Leased Premises, with or without legal proceedings, using such force as may be necessary, and to remove
therefrom any livestock, crops and any personal property belonging to the Tenant without prejudice to any claim for rent or for the breach of covenants hereof, or without being guilty of any manner of trespass or forcible entry or detainer. Tenant agrees to indemnify and hold harmless the Landlord from and against any costs for the removal and storing of livestock and crops elsewhere incurred by the Landlord under the provisions of this paragraph.

14. **JOINT AND SEVERAL LIABILITY**

   If this Lease is signed on behalf of Tenant by more than one person, the liability of the persons so signing shall be joint and several.

15. **MISCELLANEOUS PROVISIONS**

   Tenant’s rights under this Lease are personal to Tenant and the Lease shall terminate upon the Tenant’s death, unless Landlord elects, in writing, to permit assignment to a third party.

   Time is of the essence of this Lease and of all provisions herein.

   If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

   Notwithstanding anything to the contrary contained herein, Landlord's liability under this Lease shall be limited to Landlord's interest in the Leased Premises.

   **Execution by Counterparts and Electronic Signatures:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Tenant and County approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Tenant and County to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

16. **PAYMENT OF ATTORNEY'S FEES AND COSTS**

   If the Landlord shall commence an action to compel performance of any of the terms or conditions of this Lease, or for damages for failure of Tenant to perform under this Lease, the Landlord shall collect from the Tenant and Tenant shall pay to the Landlord all reasonable attorney's fees in respect thereof, unless the Landlord shall lose such action, in which case Landlord shall pay Tenant’s reasonable attorney’s fees and costs.
17. **VENUE**

This Lease shall be governed by the laws of the State of Colorado. Venue for any action brought under this Lease shall be the Boulder District Court.

18. **ENTIRE AGREEMENT**

This Lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease on the date set forth opposite their respective signatures.

**LANDLORD**

COUNTY OF BOULDER, a body corporate and politic

By: ____________________

Eric M. Lane, Director
Boulder County Parks & Open Space

Date

**TENANT**

________________________

William M. Waneka

Date
EXHIBIT 1

Legal Description

A tract of land located in the NW1/4 of Section 1, T1S, R69W of the 6th P.M., County of Boulder, State of Colorado, described as follows:

COMMENCING at the Southwest Corner of Section 36, T1N, R69W of the 6th P.M., County of Boulder, State of Colorado, from which the S1/4 Corner of said Section 36 bears N89°36'53"E, 2643.35 feet (Basis of Bearing), thence N89°36'53"E, 776.21 feet along the South Line of the SW1/4 of said Section 36 to the Northwest Corner of said Section 1; Thence S0°23'00"E, 50.00 feet along the West Line of the NW1/4 of said Section 1 to the Southerly Right-of-way Line of State Highway 7; Thence N89°36'53"E, 496.28 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof; Thence S63°49'07"E, 55.90 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof and the POINT OF BEGINNING;

Thence S0°23'00"E, 341.82 feet parallel with the West Line of the NW1/4 of said Section 1;

Thence S89°36'53"W, 546.27 feet parallel with the Southerly Right-of-way Line of said State Highway 7 to the West Line of the NW1/4 of said Section 1;

Thence S0°23'00"E, 1887.77 feet along the West Line of the NW1/4 of said Section 1 to the W1/4 Corner of said Section 1;

Thence S89°53'45"E, 2634.06 feet along the South Line of the NW1/4 of said Section 1 to the C1/4 Corner of said Section 1;

Thence N0°07'12"W, 2252.23 feet along the East Line of the NW1/4 of said Section 1 to the Southerly Right-of-way Line of said State Highway 7;

Thence S89°36'24"W, 777.17 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof;

Thence S89°36'53"W, 1320.88 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof and the POINT OF BEGINNING.
EXHIBIT 2

Map
EXHIBIT G

Centennial Farm Lot License Agreement

CENTENNIAL FARM LOT LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is made effective this ___ day of __________, 2019, by and between the City of Lafayette, Colorado, a municipal corporation, whose mailing address, for purposes of this agreement, is 1290 South Public Road, Lafayette, Colorado 80026 (the “City”) and William M. Waneka, whose mailing address, for purposes of this agreement, is 1950 Tunnel Road, Wheatland, WY 82201 (“Licensee”).

RECITALS

WHEREAS, the City is the owner of certain real property located at 12076 Baseline Road, Lafayette, CO 80026, legally described in Exhibit 1 attached hereto and incorporated herein by this reference, and also known as the Centennial Farm Lot (the “Property”); and

WHEREAS, prior to the City’s ownership of the Property, Licensee utilized the storage structures located on the Property to store farm equipment (“Equipment”) related to the farm land adjacent to the Property; and

WHEREAS, Licensee desires to continue to store the Equipment located on the Property until May 15, 2020, in order to give Licensee time to sell or remove the Equipment before such date; and

WHEREAS, in order to use the Property to store such Equipment, the Licensee is required to enter into this Agreement with the City; and

WHEREAS, the City and the Licensee desire to enter into this Agreement pursuant to the terms and conditions set forth herein.

SECTION 1. THE LICENSE AND USE OF THE PROPERTY

1.1 The foregoing recitals are incorporated into the terms of this Agreement is if fully set forth herein.

1.2 The City grants Licensee a revocable license to use the Property, and the storage structures thereon, for the sole and exclusive purpose of storing or selling (including via onsite auction) the Equipment. The license is granted subject to the terms and conditions of this Agreement.

1.3 Licensee shall strictly comply with the following:

a. Licensee acknowledges that there is a residential home on the Property occupied by a tenant under lease with the City, and Licensee’s use of the Property under
this Agreement shall not disturb the tenant’s quiet enjoyment of the Property.

b. Except as specifically authorized by the City, Licensee shall not place, build, expand, add to, alter, remove, damage, destroy, or disassemble any structures on the Property.

c. Only the Equipment already located on the Property as of the effective date of this Agreement shall be stored on the Property, and, except as specifically authorized by the City, Licensee is not authorized store additional items or equipment on the Property.

d. Licensee shall not place or permit any hazardous materials in or about the Property.

e. Licensee shall at its sole expense promptly remove from the Property all trash generated by Licensee’s use of the Property under this Agreement.

1.4 Licensee acknowledges that its use of the Property, including without limitation the storage structures on the Property, is in the Property’s present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges the City shall have no obligation to repair, replace, or improve any portion of the Property in order to make such Property suitable for Licensee’s intended uses.

SECTION 2. TERM AND TERMINATION

2.1 The term of this Agreement shall commence on _____________, 2019, and shall terminate on May 15, 2020. This Agreement is not subject to extension or renewal without the express written agreement of the City.

2.2 Either party may earlier terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than 15 days prior to the date specified therein. Licensee’s obligations under Sections 3, 4, and 5 of this Agreement survive its termination until the City excuses such obligations by written notice. The Licensee, at its sole expense, shall be required to remove the Equipment upon termination of this Agreement.

SECTION 3. MAINTENANCE

3.1 Licensee agrees to take such actions, at its sole expense, as are necessary to maintain the Property in good and safe condition at all times. Licensee shall also maintain and keep clean and hazard-free the Property, including disposal of all trash. Licensee further agrees to comply at all times with the ordinances, resolutions, rules, and regulations of the County of Boulder, Colorado, in Licensee’s use and occupancy of the Property.

3.2 Notwithstanding any other provisions of this Agreement to the contrary, the City shall at all times have the right to enter the Property to inspect, improve, maintain, alter, or utilize the Property in any manner. If such entry requires disturbance or relocation of any Equipment stored upon the Property under this Agreement, the City shall give seven (7) days advance notice to Licensee.
so that Licensee may move or relocate the Equipment elsewhere on the Property by the seventh day. Notwithstanding Section 2 of this Agreement, the failure of Licensee to relocate such Equipment as requested by the City shall be grounds for immediate revocation of this Agreement.

3.3 In the exercise of its rights pursuant to this Agreement, Licensee shall avoid any damage or interference with any installations, structures, utilities, or improvements on, under, or adjacent to the Property.

SECTION 4. DAMAGE TO PROPERTY

4.1 Licensee shall be responsible for all damage to the Property arising out of or resulting from the Licensee’s use hereunder. Licensee shall make all repairs in accordance with the direction of the City.

SECTION 5. INDEMNIFICATION

5.1 Licensee agrees to indemnify and hold harmless the City, its officers, employees and insurers, from and against all liability, claims, and demands arising out of the existence of the Equipment on the Property, Licensee’s use of the Property, or Licensee’s agents, invitees, or guests entrance onto the Property. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims, or demands at his sole expense, or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims, or demands. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

SECTION 6. INSURANCE

6.1 Licensee agrees to procure an insurance policy which includes and covers the Property that is the subject of this Agreement, and to name the City of Lafayette as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with a combined single limit for bodily injury and property damage of three hundred eighty-seven thousand dollars ($387,000.00) per person and one million dollars ($1,000,000.00) per occurrence. A Certificate of Insurance showing the City as an additional insured thereon shall be provided to the City within thirty (30) days of execution of this Agreement. Notwithstanding Section 2 of this Agreement, the failure to provide the Certificate of Insurance shall be grounds for immediate revocation of this Agreement.

SECTION 7. GOVERNMENTAL IMMUNITY

7.1 The City is relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, and its officers, and employees.
SECTION 8. NOTICES

8.1 Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the City: City Administrator
City of Lafayette
1290 South Public Road
Lafayette, CO 80026

To Licensee: William M. Waneka
1950 Tunnel Road
Wheatland, Wyoming 82201

SECTION 9. MISCELLANEOUS

9.1 This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein. However, this Agreement is only transferable or assignable with the express written agreement of the City.

9.2 The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement. Any action arising out of this Agreement shall be brought in a court of competent jurisdiction in Boulder County, Colorado.

9.3 This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

9.4 The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

9.5 Licensee may not assign or transfer this Agreement, except upon the express written authorization of the City.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and year first above written.

[Remainder of page intentionally blank. Signatures on following page.]
ATTEST:

________________________
Fritz Sprague, City Administrator

________________________
Susan Koster, CMC, City Clerk

APPROVED AS TO FORM:

________________________
David S. Williamson, City Attorney

LICENSEE:

________________________
William M. Waneka

State of ____________
County of ____________

The foregoing instrument was acknowledged before me this ___ day of ____________, 2019, by William M. Waneka.

(Notary official signature)  NOTARY SEAL

(Commission expiration)
EXHIBIT 1

Legal Description of the Property

A tract of land located in the NW1/4 of Section 1, T1S, R69W of the 6th P.M., County of Boulder, State of Colorado, described as follows:

COMMENCING at the Southwest Corner of Section 36, T1N, R69W of the 6th P.M., County of Boulder, State of Colorado, from which the S1/4 Corner of said Section 36 bears N89°36'53"E, 2643.35 feet (Basis of Bearing), thence N89°36'53"E, 776.21 feet along the South Line of the SW1/4 of said Section 36 to the Northwest Corner of said Section 1; Thence S0°23'00"E, 50.00 feet along the West Line of the NW1/4 of said Section 1 to the Southerly Right-of-way Line of State Highway 7 and the POINT OF BEGINNING;

Thence N89°36'53"E, 496.28 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof;

Thence S63°49'07"E, 55.90 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof;

Thence S0°23'00"E, 341.82 feet parallel with the West Line of the NW1/4 of said Section 1;

Thence S89°36'53"W, 546.27 feet parallel with the Southerly Right-of-way Line of said State Highway 7 to the West Line of the NW1/4 of said Section 1;

Thence N0°23'00"W, 366.82 feet along the West Line of the NW1/4 of said Section 1 to the POINT OF BEGINNING.

Area = 4.586 acres, more or less.
EXHIBIT H

Centennial Farm Lot Residential Lease

RESIDENTIAL LEASE

1. Parties

This lease for the rental of residential property is between the City of Lafayette, a Colorado home rule municipal corporation, whose address is 1290 S. Public Road, Lafayette, CO 80026 ("Owner") and ________________, whose address is 12076 East Baseline Road, Lafayette, CO 80026 ("Tenant").

The Owner’s contact is:
Name: Monte Stevenson                        Phone: 303-661-1311
Email: montes@cityoflafayette.com

The Tenant’s contact information is:

Phone: __________________                Email: __________________

2. Leased Premises

Owner hereby leases to Tenant the premises described below:

The residential house, surrounding yard, and driveway to the east of the house, located at 12076 Baseline Road, Lafayette, CO 80026 (the “Premises”).

The Premises does not include the farm/agricultural structures, silos, and land to the south and west of the Premises.

3. Term – Month-to-Month

The term of this lease shall begin on ______________, 2019, and end on the last day of the same calendar month. Following such initial period, the term of this lease shall run from month to month beginning December 1st, 2019, and shall be automatically renewed for additional periods of one month thereafter until terminated by either party giving 21 days written notice prior to the end of the rental month.

4. Rent

The rent due for the first partial month of this lease and for the month of December 2019 is $0.00. Thereafter, beginning January 1st, 2020, the full monthly rental price for the term of this lease is $650.00 monthly, due on the first (1st) day of each month. The rental price may not be changed by Owner without 21 days written notice to Tenant prior to the end of the rental month.
Rent payments shall be made payable to the “City of Lafayette” and delivered to the attention of Monte Stevenson at City of Lafayette, 1290 S. Public Road, Lafayette, CO 80026.

Tenant shall incur and be charged $50.00 per day as a late fee for payment of rent received after 5:00 p.m. on the 5th day of the month. Such fee, which will be considered additional rent, may be collected immediately by Owner or, at Owner’s option, such fee may be withheld from Tenant’s security deposit if written notice of such intended withholding is provided to Tenant within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve Owner of any obligation pertaining to the security deposit set forth in section 6 of this lease. Late fees may be waived if Owner agrees in writing. Tenant should request such waiver by notifying Owner on or before the rental due date and mutually arranging an alternative payment date.

A charge of up to $35.00 may be imposed for any Tenant’s check returned to Owner because of insufficient funds, whether the check is for rent, security deposit, or other payment.

5. **Lease Subject to Other Agreements**

This Lease and the Premises are subject to the following agreements affecting the land to the south and west of the Premises:

   A. A license agreement between the City of Lafayette and William M. Waneka permitting the use of the storage structures to the south and west of the Premises for the storage and sale of farm equipment.

   B. An access easement from the City of Lafayette to the County of Boulder allowing the County of Boulder and its leasees, permittees, licensees, invitees, and guests to cross the land to the south and west of the Premises on the existing drive west of the Premises that connects Baseline Road to the agricultural property south of the Premises.

To the extent the activities authorized under the agreements identified in A and B above disturb Tenant’s quiet enjoyment of the Premises, Tenant shall notify Owner in writing, and Owner shall make reasonable efforts to work with the licensee and/or the County to restore Tenant’s quiet enjoyment of the Premises.

6. **Notice**

Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first-class mail, postage pre-paid, or securely and conspicuously posted, as follows:

   To Tenant: At the Premises, or at Tenant’s last known address. Upon Tenant’s vacation of the Premises, it is Tenant’s responsibility to provide Owner with a new mailing address.
To Owner: At City of Lafayette City Hall, Attn: Monte Stevenson, 1290 S. Public Road, Lafayette, CO 80026.

Notice to Tenant shall be deemed to be notice to all residents on the Premises.

7. Security Deposit

A. Tenant has paid Owner the sum of $650.00 as a security deposit to secure the performance of this rental agreement.

B. It is the duty of Tenant to return the Premises, including outside areas, yard, and driveway required to be maintained by Tenant under this lease, to their condition at the commencement of this lease, except for normal wear and tear.

C. Owner shall return the security deposit to Tenant within 60 days after termination of this lease or surrender and acceptance of the Premises. If actual cause exists for retaining any portion of the security deposit, Owner shall provide Tenant with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Owner is deemed to have complied with this paragraph C by mailing said statement and any payment required to the last known address of Tenant. The failure of Owner to provide a written statement within the period of time stated above shall work a forfeiture of all Owner’s rights to withhold any portion of the security deposit.

D. Owner, at Owner’s option, may use Tenant’s security deposit during the term of this lease to fulfill Tenant’s obligations under this lease. Nothing in this paragraph D shall relieve Owner of any obligation created by the state security deposit law set forth in Colorado Revised Statutes section 38-12-101 et seq.

8. Eviction/holding over

A. Owner may evict Tenant from the Premises or undertake other legal action to regain possession for non-payment of rent or substantial breach of the lease.

B. Tenant shall continue to be liable for rent and be bound by the other provisions of this lease during the time Tenant remains in possession of the leased Premises even though Owner has chosen to seek eviction because of Tenant’s breach of this lease.

C. If the Premises are abandoned or if Tenant is evicted, Tenant will remain liable for any loss of rent for the remainder of the lease term.

D. Eviction procedures, including notice requirements, as set forth in Colorado Revised Statutes section 13-40-101 et seq. (court-ordered evictions) shall be the sole remedy available to Owner to evict a Tenant.
9. **Use**

Tenant shall use the Premises for residential purposes only unless otherwise agreed in writing. Tenant shall not engage in any illegal activities on the Premises.

10. **Utilities**

Tenant shall be responsible for paying all utilities or services connected with the Premises, including water, sewer, electricity, gas, trash pick-up, phone (if desired), cable (if desired), and satellite (if desired).

Within 3 business days after the beginning of the lease term, Tenant shall arrange for such utilities or services and for billing directly to Tenant.

11. **Privacy**

Tenant shall permit Owner to enter the Premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the Premises to prospective tenants, purchasers, or lenders. Entry may be made without prior notice only if Owner reasonably believes that an emergency exists, such as a fire or broken water pipe, or that the Premises have been abandoned.

12. **Assignment/subleasing/release**

Tenant shall not assign this lease, or sublet any portion of the leased Premises, for any part or all of the term of this lease without prior written consent of Owner.

13. **Noise and Nuisance**

Tenant agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

14. **Check-in/check-out sheet**

A check-in/check-out sheet is attached to this lease. Complete and sign this form within seven days of the beginning of this lease in order to help protect both parties.

15. **Maintenance and Repairs**

Tenant is required to keep the Premises in a reasonably clean, safe, and sanitary condition; to dispose of ashes, garbage, rubbish, and other waste from the Premises in a clean, safe, sanitary, and legally compliant manner; and use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances on the Premises.
If repairs are required in order for the Premises to be habitable, Owner shall be responsible for making such repairs. Tenant shall be responsible for payment of any costs of such repairs unless the repairs were necessitated by the negligence or willful acts of the Owner.

If Tenant believes repairs are necessary, Tenant should contact Owner, Attn: Monte Stevenson, and request such repairs.

Tenant shall pay reasonable charges (other than for normal wear and tear) for the repair of damage to the Premises caused by the negligence or willful acts of Tenant, members of Tenant’s household, or guests. Excessive damage to the Premises by Tenant, members of Tenant’s household, or guests shall be grounds for Owner to evict Tenant.

16. Constructive Eviction

When conditions beyond the control of Tenant cause the Premises to become legally uninhabitable, and when Owner is responsible for remedying those conditions but does not do so within a reasonable time after notification by Tenant, Tenant may vacate the Premises, terminate this lease, and own no future rent.

17. Outside Maintenance

Tenant shall be responsible for the routine care and maintenance of the yard and outside areas as follows:

- septic system
- mowing lawn
- watering lawn, shrubs and trees
- removing weeds
- raking leaves
- removing snow and ice from walkways, driveways, and parking areas

18. Alterations to Premises

Tenant agrees that before making alterations to the Premises including, for example, interior or exterior painting, adding or changing door locks, or altering landscaping, advance written consent of Owner will be obtained.

19. Insurance

Owner’s insurance does not cover Tenant’s personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant’s personal liability, it is Tenant’s responsibility to obtain renter’s insurance at Tenant’s sole cost.
20. Attorney's fees

In the event of any legal action concerning this lease which results in a judgement, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.

21. Liability

Tenant will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Tenant. Owner will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Owner.

22. Waiver

Any waiver by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

23. Severability

The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

24. Joint and Several Liability

If this lease is signed on behalf of Tenant by more than one person, then the liability of the persons so signing shall be joint and several.

25. Signatures/amendment of lease

This lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

Signed this ____ day of ______________, 2019.  
Signed this ____ day of ______________, 2019.

Fritz Sprague, City Administrator  
For Owner, City of Lafayette  
Tenant
EXHIBIT I

Underground Utility Easement

WANEKA FARM AG PARCEL
UNDERGROUND UTILITY EASEMENT

THIS UNDERGROUND UTILITY EASEMENT ("Utility Easement"), effective this 19th day of November, 2019, is hereby granted by the County of Boulder, a body corporate and politic, whose legal address is 5201 St. Vrain Road, Longmont, CO 80503 ("Grantor") to the City of Lafayette, a Colorado home rule municipal corporation, whose legal address is 1290 S. Public, Lafayette, Colorado 80026 ("Grantee").

1. Grantor and Grantee co-own the real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the “Ag Parcel”).

2. For and in consideration of less than Five Hundred Dollars ($500) paid by the Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor hereby sells, conveys and grants unto the Grantee a non-exclusive and permanent easement and right-of-way upon, across, through, and under Grantor’s undivided interest in the property as shown and described in Exhibit B attached hereto and incorporated herein by this reference (“Easement Area”), for the uses and purposes and upon the terms hereinafter set forth.

3. The Grantee shall have the right to construct, install, maintain, repair, remove, relocate and replace underground utility mains, lines, and facilities and associated appurtenances (“Improvements”) within the Easement Area, provided that the Grantee shall restore the surface of the Easement Area used for such activities to the conditions preexisting such activities and shall repair any damage to adjoining land, property, or structures as a result of such activities. Nothing herein shall be construed to permit any above-ground or overhead utilities or utility facilities within the Easement Area.

4. Grantor, for itself, its successors, assigns, and all parties with interest in the Easement Area, does hereby covenant and agree not to construct improvements of any kind or nature whatsoever on, over, across, or under the Easement Area or to take or fail to take any action of any kind or nature whatsoever which would interfere with the Grantee’s use of the Easement Area for the purposes herein granted.

5. Any notices given under the provisions of this Utility Easement shall be valid if deposited with the United States Postal Service addressed to Grantor or to Grantee at the addresses stated above.

6. This Utility Easement and the covenants set for the herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and all parties in interest.
7. This Utility Easement consists of all the agreements, understandings, and promises between the parties with respect to the subject matter of this Utility Easement, and there are no agreements, understandings or promises between the parties other than those set forth in this Utility Easement.

8. This Utility Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Boulder County.

9. This Easement shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

GRANTOR
COUNTY OF BOULDER,
a body corporate and politic

By: ___________________________
   Elise Jones, Chair

By: ___________________________
   Deb Gardner, Vice Chair

By: ___________________________
   (excused)
   Matt Jones, Commissioner

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this 19th day of November, 2019 by Elise Jones, Chair, and Deb Gardner, Vice Chair, of the Board of County Commissioners of Boulder County, Colorado.

__________________________________________________________________________
(Notary official signature)

__________________________________________________________________________
(NOTARY SEAL)

__________________________________________________________________________
(Commission expiration)
ACCEPTED BY THE GRANTEE, CITY OF LAFAYETTE, THIS ___ DAY OF
______________, 20__.

By: __________________________
   Fritz Sprague, City Administrator

ATTEST:

______________________________
Susan Koster, CMC, City Clerk

APPROVED AS TO FORM:

______________________________
David S. Williamson, City Attorney
EXHIBIT A

AG PARCEL

A tract of land located in the NW1/4 of Section 1, T1S, R69W of the 6th P.M., County of Boulder, State of Colorado, described as follows:

COMMENCING at the Southwest Corner of Section 36, T1N, R69W of the 6th P.M., County of Boulder, State of Colorado, from which the S1/4 Corner of said Section 36 bears N89°36'53"E, 2643.35 feet (Basis of Bearing), thence N89°36'53"E, 776.21 feet along the South Line of the SW1/4 of said Section 36 to the Northwest Corner of said Section 1; Thence S0°23'00"E, 50.00 feet along the West Line of the NW1/4 of said Section 1 to the Southerly Right-of-way Line of State Highway 7; Thence N89°36'53"E, 496.28 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof; Thence S63°49'07"E, 55.90 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof and the POINT OF BEGINNING;

Thence S0°23'00"E, 341.82 feet parallel with the West Line of the NW1/4 of said Section 1;

Thence S89°36'53"W, 546.27 feet parallel with the Southerly Right-of-way Line of said State Highway 7 to the West Line of the NW1/4 of said Section 1;

Thence S0°23'00"E, 1887.77 feet along the West Line of the NW1/4 of said Section 1 to the W1/4 Corner of said Section 1;

Thence S89°53'45"E, 2634.06 feet along the South Line of the NW1/4 of said Section 1 to the C1/4 Corner of said Section 1;

Thence N0°07'12"W, 2252.23 feet along the East Line of the NW1/4 of said Section 1 to the Southerly Right-of-way Line of said State Highway 7;

Thence S89°36'24"W, 777.17 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof;

Thence S89°36'53"W, 1320.88 feet along the Southerly Right-of-way Line of said State Highway 7 to an angle point thereof and the POINT OF BEGINNING.
# CONTRACT AMENDMENT

<table>
<thead>
<tr>
<th>AMENDMENT SUMMARY</th>
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<tbody>
<tr>
<td><strong>Contract Details</strong></td>
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<tr>
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<td>Contract Effective Date</td>
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<td>Additional Time Period</td>
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<td>Additional Amount</td>
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<tr>
<td><strong>Boulder County Housing Authority</strong></td>
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<tr>
<td>Department</td>
</tr>
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<td>Contract Contact</td>
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<tr>
<td><strong>Boulder County</strong></td>
</tr>
<tr>
<td>Contractor Name</td>
</tr>
<tr>
<td>Contact</td>
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<tr>
<td><strong>Brief Description of Work</strong></td>
</tr>
<tr>
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</tr>
<tr>
<td><strong>Additional Contract Documents</strong></td>
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<tr>
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<td><strong>COUNTY INTERNAL USE ONLY</strong></td>
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<tr>
<td><strong>Purchasing Details</strong></td>
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<td>Bid Process Used</td>
</tr>
<tr>
<td><strong>Additional Notes</strong></td>
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<td>Original Contract</td>
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## CONTRACT AMENDMENT

### AMENDMENT SUMMARY

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<td>Department</td>
<td>Boulder County Housing Authority</td>
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<tr>
<th>Additional Notes</th>
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<tbody>
<tr>
<td>Original Contract</td>
<td>Signed by BOCC for both entities at 1/29/19 business meeting</td>
</tr>
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</table>
Mr. Jeffery Maxwell, Director  
Boulder County Transportation Department  
2525 13th Street  
Boulder, CO 80304

October 18, 2019

RE.: PDM2018 — Project # PDMC-PL-08-CO-2018-001

Dear Mr. Maxwell:

We are pleased to inform you that FEMA has approved and awarded the Pre-Disaster Mitigation (PDM) subgrant for your Community PDM Program Advanced Assistance Project. The grant funding has been obligated to the Colorado Division of Homeland Security and Emergency Management (DHSEM) who is the pass through agency for this federal grant. The FEMA obligation and award date is October 1, 2019.

This grant is in the amount of $263,762.00 ($197,821.50 from FEMA, $65,940.50 Local Match). This letter authorizes you to proceed with the Community PDM Program Advanced Assistance Project in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.

Please follow the instructions in the grant agreement transmittal email from Kim Garcia in DHSEM grants group for review and execution of the agreement and then return of the signed originals.

If you have questions regarding this Grant, please contact: Deanna Butterbaugh at deanna.butterbaugh@state.co.us.

Sincerely,

Steven Boand  
State Hazard Mitigation Officer  
Division of Homeland Security and Emergency Management

CC: Deanna Butterbaugh, Mitigation Project Specialist  
    Christopher Hudak, Mitigation Project Specialist  
    Grant File
## GRANT AWARD LETTER

### SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

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<th>State Agency</th>
<th>Department of Public Safety</th>
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<td>Grant Authority</td>
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### Grant Purpose

The proposed Advance Assistance project supports engineering design of 2-3 of highly prioritized Transportation public infrastructure improvements that result in increased hazard mitigation.

### Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, Sample Option Letter (Form 1)

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

2. The provisions of the other sections of the main body of this Grant.
4. Exhibit B, Budget.
SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<table>
<thead>
<tr>
<th>GRANTEE</th>
<th>2nd Grantee Signature if Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOULDER COUNTY</td>
<td></td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>*Signature</td>
<td>*Signature</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE OF COLORADO</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>State Controller</td>
<td>State Controller Delegate</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Robert Jaros, CPA, MBA, JD</td>
<td>Colorado Department of Public Safety,</td>
</tr>
<tr>
<td></td>
<td>State Controller Delegate, Linda M. Bonesteel</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>STATE CONTROLLER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Jaros, CPA, MBA, JD</td>
</tr>
</tbody>
</table>

By: Colorado Department of Public Safety, State Controller Delegate, Linda M. Bonesteel

Effective Date:_____________________
This AMENDMENT ("Amendment") to the above-referenced 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 the Transportation Department ("County") and SEH-Short Elliot Hendrickson, Inc., ("Contractor").

1. INCORPORATION OF AMENDMENT SUMMARY

The Amendment Summary is incorporated into this Amendment. The Additional Contract Documents, if any are listed, are incorporated into this Contract by reference.
2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by both Parties. Upon mutual execution, the Parties agree that this Amendment shall be effective commencing on the Amendment Effective Date set forth above.

3. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

4. MODIFICATIONS

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

a. Term. The term of the Contract shall be extended through the Additional Time Period set forth above.

b. Contract Documents. The Contract Documents are updated to include the Additional Contract Documents set forth above. The rates and terms contained in the Additional Contract Documents shall become effective on the Amendment Effective Date.

[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.

<table>
<thead>
<tr>
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</tr>
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<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name: Paul Wells</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Principal</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

↓↓ For Board-signed documents only ↓↓

<table>
<thead>
<tr>
<th>Attest Signature:</th>
<th>Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attestor Name:      Cecilia Lacey</td>
<td></td>
</tr>
<tr>
<td>Attestor Title:</td>
<td></td>
</tr>
</tbody>
</table>
# SEH: Hourly Rate Schedule - 2020

Boulder County On-Call Contracts

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountant (Project)</td>
<td>$122</td>
</tr>
<tr>
<td>Administrative Assistant 2</td>
<td>$92</td>
</tr>
<tr>
<td>CAD/Designer Supervisor</td>
<td>$149</td>
</tr>
<tr>
<td>Contract Manager</td>
<td>$124</td>
</tr>
<tr>
<td>Construction Observer 2</td>
<td>$75</td>
</tr>
<tr>
<td>Construction Observer, Leader/Supervisor</td>
<td>$152</td>
</tr>
<tr>
<td>Designer II</td>
<td>$92</td>
</tr>
<tr>
<td>Designer III/Principal Designer</td>
<td>$132</td>
</tr>
<tr>
<td>Engineering Intern 1 (EIT-1)</td>
<td>$102</td>
</tr>
<tr>
<td>Engineering Intern 2 (EIT-2)</td>
<td>$105</td>
</tr>
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<td>$110</td>
</tr>
<tr>
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<td>$96</td>
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<td>$106</td>
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<td>$113</td>
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<tr>
<td>Senior Project Engineer (PE-3)</td>
<td>$160</td>
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<tr>
<td>Senior Project Engineer/Project Manager (PE-3)</td>
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<tr>
<td>Senior Project Manager (PE-5)</td>
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### Reimbursable Expenses

<table>
<thead>
<tr>
<th>Reimbursable Expenses</th>
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<tr>
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Effective: January 1, 2020
Expires: December 31, 2020
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</tr>
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<td>$40</td>
</tr>
</tbody>
</table>

Effective: January 1, 2020  
Expires: December 31, 2020
RFP ANALYSIS AND RECOMMENDATION

Requesting Department: Boulder County Transportation

RFP Title: Tree Trimming and Removals
RFP No.: 7063-19
RFP Opening Date: October 2, 2019
No. of Vendors Contacted: 317

This RFP has been posted in accordance with County Policy.

Evaluated by:
Tim Swope, CIP Coordinator, Boulder County Transportation
Tonya Luebbert, Project Manager, Boulder County Transportation

RFP Responses:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Total Cost (Per Tree Work Bid Tab)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taddiken Tree Company, 1726 N. 63rd Street,</td>
<td>$57,470.00</td>
</tr>
<tr>
<td>Boulder, CO 80301</td>
<td></td>
</tr>
<tr>
<td>Splintered Forest, 59 West Floyd Avenue #208,</td>
<td>$67,050.00</td>
</tr>
<tr>
<td>Englewood, Colorado 80110</td>
<td></td>
</tr>
</tbody>
</table>
**Recommendation:**
The evaluation team recommends awarding RFP #7063-19, Tree Trimming and Removals, to Taddiken Tree Company, the lowest, most responsible bidder.

Contract Amount: $57,470.00

Contract Required: ☑ Yes    ☐ No

**Account Code:**

_____________________________/__________
Department                        Date

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

_____________________________/__________
Purchasing                      Date

Comments:

_____________________________/__________
Chair, Board of Commissioners     Date

Attest:

_____________________________/__________
Clerk to the Board                 Date

Date of Board Action:
CONTRACT AMENDMENT #1

AMENDMENT SUMMARY

<table>
<thead>
<tr>
<th>Contract Details</th>
<th></th>
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<tbody>
<tr>
<td>Contract OFS Number-Version</td>
<td>200366</td>
</tr>
<tr>
<td>Contract Effective Date</td>
<td>10/08/2019</td>
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<table>
<thead>
<tr>
<th>Amendment Details</th>
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</thead>
<tbody>
<tr>
<td>Amendment OFS Number-Version</td>
<td>200366-1</td>
</tr>
<tr>
<td>Amendment Effective Date</td>
<td>11/04/2019</td>
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<tr>
<td>Additional Time Period</td>
<td>11/04/2019 – 7/31/2020</td>
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<tr>
<td>Additional Amount</td>
<td>$0</td>
</tr>
<tr>
<td>Fixed Price or Not-to-Exceed?</td>
<td>Choose an item.</td>
</tr>
</tbody>
</table>

Parties

Boulder County

Department | Commissioners Office

Contractor

Contractor Name | Big Elk Meadows Association

Brief Description of Work

Subaward Agreement with Big Elk Meadows Association to reconstruct the Sunset Lake Dam ($400,000 CDBG-DR Program Grant.)

Additional Contract Documents

- First Amendment to Subaward Agreement for Delegation of Duties.

COUNTY INTERNAL USE ONLY

Purchasing Details

Bid Number | N/A
Award Date | N/A
If no Bid No., bid process used | Bid process waived (waiver attached)

Purchasing Notes (optional) | The current contract was processed recently and now an amendment is needed to replace Paragraph 3 in the existing contract. Original contract is enclosed under supporting documents.

Amendment Notes

Additional information not included above

Please note this amendment does not include additional time or additional funding. This amendment will replace Paragraph 3 in the existing contract. Current contract is included under Supporting Documents.

This AMENDMENT ("Amendment") to the above-referenced 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 the Commissioners’ Office ("County") and Big Elk Meadows Association ("Contractor").

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This Amendment shall not be effective or enforceable until it is approved and signed by both Parties. Upon mutual execution, the Parties agree that this Amendment shall be effective commencing on the **Amendment Effective Date** set forth above.

3. **LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Contract, and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

4. **MODIFICATIONS**

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

   a. Paragraph 3 is revised and replaced and is attached under Additional Contract Documents.


[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.

<table>
<thead>
<tr>
<th>SIGNED for and on behalf of Boulder County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>Name: Elise Jones</td>
</tr>
<tr>
<td>Title: Chair, Board of County Commissioners</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

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<td>Cecilia Lacey</td>
</tr>
<tr>
<td>Attestor Title:</td>
<td>Clerk to the Board</td>
</tr>
</tbody>
</table>
# CONTRACT AMENDMENT

## AMENDMENT SUMMARY

### Contract Details
- **Contract Effective Date**: 1/1/2019

### Amendment Details
- **Successive Document Number**: 1
- **OFS Number-Version**: 200483
- **Amendment Effective Date**: 1/1/2020
- **Additional Time Period**: 1/1/2020 – 12/31/2020
- **Additional Amount**: N/A
- **Fixed Price or Not-to-Exceed?**: Not-to-Exceed

### Parties
- **Boulder County**
  - Department: Parks & Open Space
- **Contractor**
  - Contractor Name: Blue River Forestry and Tree Care

### Brief Description of Work
- Boulder County Parks and Open Space Tree Maintenance Services

### Additional Contract Documents
- N/A

## COUNTY INTERNAL USE ONLY

### Purchasing Details
- **Bid Number**: SOQ # 6909-18
- **Award Date**: 12/18/18
- **If no Bid No., bid process used**: Bid number provided above

### Amendment Notes

- **Additional information not included above**
- **Continuing Services Renewal**

**Amendment # 1 – Renewal for year 2020 – NTE $100,000.00**

Original contract in Supporting Documents
RFP ANALYSIS AND RECOMMENDATION

Requesting Department: Board of County Commissioners

RFP Title: Advocacy at the Colorado General Assembly and State Administration for State Support and Funding of Services provided by Boulder County

RFP No.: 7059-19
RFP Opening Date: October 7, 2019
No. of Vendors Contacted: 432

This RFP has been posted in accordance with County Policy.

Evaluated by:

Leslie Irwin, Sr. Policy Analyst, Boulder County Commissioners’ Office
Summer Laws, Policy Analyst, Boulder County Commissioners’ Office
Mark Ruzzin, Sr. Policy Analyst, Boulder County Commissioners’ Office
George Twigg, Policy Analyst, Boulder County Commissioners’ Office

RFP Responses:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Matters LLC, 11630 Zenobia Court, Westminster, CO 80031</td>
<td>$58,000 Annually</td>
</tr>
<tr>
<td>Dentons US LLP, DBA Dentons, 1400 Wewatta Street, Suite 700, Denver, CO 80202</td>
<td>$60,000 Annually</td>
</tr>
</tbody>
</table>
**Recommendation:**

After evaluating the two proposals received in response to RFP #7059-19, Advocacy at the Colorado General Assembly and State Administration for State Support and Funding of Services provided by Boulder County, the Commissioners’ Office Policy Team is recommending that the contract be awarded to Policy Matters, LLC, the lowest and most responsible bidder.

**Contract Amount:**
Not to exceed of $58,000 annually

Contract Required: ☑ Yes   ☐ No

**Account Code:**

_________________________________________ /__________
Department Date

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

_________________________________________ /__________
Purchasing Date

Comments:

_________________________________________ /__________
Chair, Board of Commissioners Date

Attest: ______________________________________ /__________
Clerk to the Board Date

Date of Board Action:
This AMENDMENT (“Amendment”) to the above-referenced 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 the Commissioners’ Office (“County”) and Energy and Resources Solution, LLC (“Contractor”).

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c. Amount. The price of the Contract is amended to include additional funds not-to-exceed the Additional Amount for Work performed during the Additional Time Period.

d. Section 4.c of the Contract is deleted in its entirety and replaced with: “4.c Send completed invoices to: dhatchimonji@bouldercounty.org”

[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.

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</tr>
<tr>
<td>Name: Elise Jones</td>
<td>Name: Mary McElhiney</td>
</tr>
<tr>
<td>Title: Chair, Board of County Commissioners</td>
<td>Title: Vice-President of Business Operations</td>
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### DETAILS SUMMARY

<table>
<thead>
<tr>
<th>Document Type</th>
<th>New Contract</th>
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<tbody>
<tr>
<td>OFS Number-Version</td>
<td>200380-1</td>
</tr>
</tbody>
</table>

### County Contact Information

- **Boulder County Legal Entity**: Boulder County
- **Department**: Administrative Services
- **Division/Program**: Resource Conservation Division
- **Mailing Address**: 1901 63rd street Boulder Co. 80301
- **Contract Contact**: Darla Ariens
- **Invoice Contact**: Kristin Olsen

### Contractor Contact Information

- **Contractor Name**: Blackford Weighing Systems
- **Contractor Mailing Address**: PO Box 211727 Denver CO 80301
- **Contact 1 - Name, title**: Ron Blackford
  - **Contact 1 - email**: Ron@Bweigh.com
  - **Contract 2**

### Contract Term

- **Start Date**: Sept 24th 2019
- **Expiration Date**: December 31, 2019
- **Final End Date**: December 31, 2019

### Contract Amount

- **Contract Amount**: $154,865.60
- **Fixed Price or Not-to-Exceed?**: Fixed Price

### Brief Description of Work

Remove existing 2 truck scales and replace with 2 new truck scales.

### Contract Documents

a. Formal Procurement (RFP 7026-19)
b. Contractor’s proposal in response to the Bid Documents (the “Proposal”) Quote 13673
c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the “Scope of Work”)
d. Fee Schedule, attached as Exhibit B (the “Fee Schedule”)

### Purchasing Details – County Internal Use Only

- **Bid Number**: RFP# 7026-19
- **Award Date**: 9-3-2019
- **If no Bid No., bid process used**: Choose an item

### Contract Notes

Additional information not included above

Chair Elise Jones to abstain from voting on this item

Funding Source 199-10017-77030-1001-100691-SW11-1041-000-000000-0000

(DocuSign - Savannah Ortega)  
[MT #2501]
## Contract

### DETAILS SUMMARY

<table>
<thead>
<tr>
<th>OFS Number-Version</th>
<th>300506</th>
</tr>
</thead>
</table>

### County Contact Information

<table>
<thead>
<tr>
<th>Boulder County Legal Entity</th>
<th>Boulder County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department</td>
<td>Housing and Human Services</td>
</tr>
<tr>
<td>Division/Program</td>
<td>IMPACT Care Management Division</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>P.O. Box 471, Boulder, CO 80306</td>
</tr>
<tr>
<td>Contract Contact</td>
<td>Daphne McCabe, Contracts &amp; Evaluation Manager <a href="mailto:dmccabe@bouldercounty.org">dmccabe@bouldercounty.org</a> <a href="mailto:HHStracts@bouldercounty.org">HHStracts@bouldercounty.org</a></td>
</tr>
<tr>
<td>Invoice Contact</td>
<td><a href="mailto:HHSaccountingoffice@bouldercounty.org">HHSaccountingoffice@bouldercounty.org</a> and <a href="mailto:loday@bouldercounty.org">loday@bouldercounty.org</a></td>
</tr>
</tbody>
</table>

### Contractor Contact Information

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Behavioral Treatment Services dba Center for Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Mailing Address</td>
<td>1790 30th Street, Suite 304 Boulder, CO 80301</td>
</tr>
<tr>
<td>Contact Name and Title</td>
<td>Alyssa Hetschel, Executive Director of Clinical Services</td>
</tr>
<tr>
<td>Contact Email</td>
<td><a href="mailto:ahetschel@btxs.org">ahetschel@btxs.org</a></td>
</tr>
<tr>
<td>Secondary Contact</td>
<td>Chris Bayless, <a href="mailto:cbayless@btxs.org">cbayless@btxs.org</a></td>
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</table>

### Contract Term

<table>
<thead>
<tr>
<th>Start Date</th>
<th>July 01, 2019</th>
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<tbody>
<tr>
<td>Expiration Date</td>
<td>September 30, 2020</td>
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<tr>
<td>Final End Date</td>
<td>September 30, 2024</td>
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### Contract Amount

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>$157,200</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Price or Not-to-Exceed?</td>
<td>Not-to-Exceed</td>
</tr>
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### Brief Description of Work

Contractor shall provide evidence-based substance abuse and mental health treatment services to Boulder County clients eligible for the IMPACT Second Chance Act Re-Entry Initiative Project.

### Contract Documents

a. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the “Scope of Work”)  
b. Fee Schedule, attached as Exhibit B (the “Fee Schedule”)

### Purchasing Details – County Internal Use Only

<table>
<thead>
<tr>
<th>Bid Process Used</th>
<th>Request for Bid Waiver (request attached)</th>
</tr>
</thead>
</table>

### Additional Notes

<table>
<thead>
<tr>
<th>PO</th>
<th>New PO</th>
</tr>
</thead>
</table>
| Chart of Accounts String | $30,000 IMPACT:  
$127,200 OJP: |
THIS CONTRACT ("Contract") is entered into by and between the County of Boulder, State of Colorado, a body corporate and politic, acting by and through its Board of County Commissioners for the benefit of the Department of Housing and Human Services ("County" or "BCDHHS") and Behavioral Treatment Services dba Center for Change ("Contractor"). 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 Details Summary is incorporated into this Contract. The Contract Documents are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.

2. **Work to be Performed:** Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the Details Summary and Contract Documents (the "Work"). Contractor will perform the 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.

County will assign work on a project-by-project basis. County may enter into continuing services contracts with other contractors who will compete with Contractor to receive individual projects. Contractor will only be paid for projects awarded to Contractor through a bid process. The scope of work, cost, start date, and any other relevant project/Work details must be mutually agreed upon in writing prior to any Work commencing; such project-specific documents shall be incorporated into this Contract upon their acceptance by both Parties. Contractor acknowledges that a continuing service contract does not constitute a guarantee that Contractor will be awarded any projects or work of any kind. Upon receipt of an assignment, Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the Details Summary, Contract Documents, and the project-specific documents mutually agreed upon in writing (the "Work"). Contractor will perform the 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.

3. **Term of Contract:** The Contract Term begins on the Start Date and expires on the Expiration Date, unless terminated sooner. All the Work must be performed during the Contract Term.

4. **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 Amount to Contractor in accordance with the Contract Documents.

5. **Invoicing:** Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. 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, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the Invoice Contact in the Details Summary. Email delivery is preferred by the County; County may require delivery of
invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. 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.

6. **Extra Time to Complete the Work:** If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work and, if so, will provide Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.

7. **Extension of Contract Term (Additional Work):** Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended Contract Term, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial Contract Amount, the Parties must execute a written amendment before the then-current Expiration Date. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the Insurance Requirements of this Contract, if any, prior to any extended Contract Term.

8. **Schedule of Work:** County may designate the hours (on a daily or weekly basis) during which Contractor can perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. **Indemnity:** Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor’s direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected and appointed officials, 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.

10. **Nondiscrimination:** Contractor will comply with the letter and spirit of 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
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. Contractor is not an employee 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 for Non-A appropriation:** The other provisions of this Contract notwithstanding, the 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 full **Contract Term.** 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.

14. **Termination for 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 notified Party does not cure the breach, at its sole expense, 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.

15. **Termination for Convenience:** County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days’ advance written notice to Contractor.

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, 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 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 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 must 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 at the address specified in the Details 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. § 18-26-107, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in
the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor’s violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

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

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

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

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

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

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary Department 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. § 24-72-101, 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**: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor’s performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

33. **Litigation Reporting**: 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.

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 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.** During the term of this Contract, 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 objectively, 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; sustainability transportation choices, including consideration to business communication software such as Skype 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. **Insurance Requirements:** Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. 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 Department at HHScontracts@bouldercounty.org.

   a. 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:

   i. **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.
ii. **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.

iii. **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.

iv. **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.

v. **Privacy / Cyber Liability Insurance**
As a provider of a service which may require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames, and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:
- Contractors with 10 or fewer County clients: $50,000
- Contractors with 11 – 15 County clients: $500,000
- Contractors with more than 25 County clients: $1,000,000

vi. **Sexual Abuse and Molestation Coverage**
As a provider of a service which has contact with individuals that are part of a sensitive population and are in a position of trust the following minimum insurance limits are required:
- Contractors with 5 or fewer County clients: $100,000
- Contractors with 6-10 County clients: $250,000
- Contractors with 11-15 County clients: $500,000
- Contractors with 16 or more County clients: $1,000,000

If the number of clients increases during the contract period, the required coverage limit will increase to correspond accordingly.

b. **Boulder County as Additional Insured:** Boulder County shall be named as an additional insured for General 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.

c. **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.

d. **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 or mutually agreed upon project-specific documents shall be null and void.

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

f. **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.

g. **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.

42. **No Suspension or Debarment:** Contractor certifies that neither it nor its Principals (as defined at 49 C.F.R. §29.105) or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State of Colorado department or agency. If Contractor, or any of its subcontractors, employees, or authorized agents, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of the Contract, Contractor will provide written notice to the County within three (3) days after such event.

43. **Health Insurance Portability and Accountability Act (HIPAA):** Contractor shall agree to use, protect and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) (45 C.F.R. Parts 160 and 164) under the Health Insurance and Portability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. § 160.103 and 164.501).

In addition to the above, Contractor shall protect confidential information by applying best practices such as:

a. Using, disclosing, and communicating confidential information only as necessary to perform work under the Contract and only the minimum amount of information necessary to accomplish the Work.

b. Using reasonable care to properly secure confidential information.

c. Using private rooms when possible to discuss confidential information.

d. Speaking quietly when communicating confidential information in a public area and avoiding using client’s names where others may overhear.

44. **Licenses and Permits:** Contractor agrees to hold all necessary license(s) which permits the performance of the services in this Contract.

48. **Adherence to Federal Regulations:** As required by the Federal Office of Management and Budget as outlined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, County and Contractor will adhere to all rules and regulations set forth by the United States Department of Justice, for the following federal program: OJJDP FY
2018 Second Chance Act Ensuring Public Safety and Improving Outcomes for Youth in Confinement and While Under Community Supervision, CFDA 16.812.

[Signature Page to Follow]
IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter date indicated below.

### SIGNED for and on behalf of Contractor

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### SIGNED for and on behalf of Boulder County

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EXHIBIT A
SCOPE OF WORK

1. PROJECT DESCRIPTION

The purpose of the contracted services is to provide evidence-based substance abuse and mental health treatment services to eligible clients. The goal of the contracted service is to increase public safety and decrease recidivism.

2. TARGET POPULATION

The target population is youth and families who have co-occurring mental health and substance abuse issues and are referred by BCDHHS as part of the IMPACT Re-Entry Initiative.

3. PERFORMANCE RESPONSIBILITIES

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

A. Scope
   i. Contractor shall provide evidence-based substance abuse and mental health treatment services to referred clients. Services shall include:
      a. Cognitive Behavioral Therapy (CBT) Group treatment
      b. CBT individual treatment
   ii. Contractor shall monitor fidelity of services provided.
   iii. Contractor shall participate in tracking and reporting of client outcomes.
   iv. Contractor shall receive technical assistance from the Office of Juvenile Justice and Delinquency Prevention (OJJDP).
   v. Contractor shall participate in a program improvement process including but not limited to attending a seminar, information gathering meeting(s), and program evaluation.
   vi. The Contractor shall support the Multi-Disciplinary Team (MDT) concept and be willing to work as a member of a larger treatment team.

4. MEETINGS AND COMMUNICATION

A. BCDHHS/IMPACT and Contractor may meet semi-annually to evaluate Contract usage and program effectiveness that may include:
   i. recommendations for modifications in the scope of service 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 the Contractor’s performance of the services provided under this Contract.

5. REPORTING REQUIREMENTS

A. Contractor shall work with BCDHHS/IMPACT to develop a mutually agreed upon reporting structure. This structure shall be decided upon no later than September 30,
2019 and shall meet the reporting needs of OJJDP, as well as any needs of the Contractor and BCDHHS/IMPACT.

B. Contractor shall submit all data and reports to hhsimpactreporting@bouldercounty.org no later than the 20th of the month following the end of the reporting period.

C. Contractor will comply with data collection requirements as developed collaboratively with BCDHHS/IMPACT staff and will contact BCDHHS/IMPACT at hhsimpactreporting@bouldercounty.org in a timely manner for resolution of any technical difficulties or support/training needs.

D. Data entry requirements may change during the year as part of the Services Continuum Project implementation, including the addition of fidelity measures, and Contractor is responsible for complying with all changes.
EXHIBIT B
FEE SCHEDULE

1. BUDGET AND RATES

A. The total dollar amount for this Contract is up to, but no more than, $157,200.

B. The agreed upon rates are outlined below:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
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<tbody>
<tr>
<td>CBT Groups</td>
<td>$25 / Session</td>
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<tr>
<td>CBT Individual</td>
<td>$60 / Session</td>
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</table>

i. Mileage will not be reimbursed under this Contract.

2. INVOICE AND PAYMENT REQUIREMENTS

A. Invoicing

i. Invoices submitted past 90 days will not be paid.

ii. All invoices and any supporting information shall be submitted to BCDHHS/IMPACT at today@bouldercounty.org by the 10th day of the month following the month in which the cost was incurred.

B. Invoice Requirements

These requirements provide guidance to BCDHHS/IMPACT contractors in the preparation of invoices. Following these guidelines will expedite payment of invoices, provide consistent requirements across contractors, and better ensure payments are allowable per each Contract.

Invoices must be submitted in a timely manner and in accordance with the terms of the Contract. The following procedures shall apply when submitting invoices.

i. Invoice Details

a. The invoice shall:

1) Include a phone number and/or email for any invoice questions.
2) Include a unique invoice number and/or billing number for each invoice submitted.
3) Include the total amount due for the billing period supported by complete and eligible costs as required in section ii below.
4) Include payee, description, date and amount, and as applicable, participant name, service provided, date of service and amount for service per date.
5) Be addressed to Boulder County DHHS 3400 Broadway, Boulder, CO 80304.
6) Include Contractor’s address (must match address on W-9).
ii. Supporting Documentation for Invoices

The Contractor shall keep on site for BCDHHS/IMPACT review, for the Contract term plus three years, all supporting documentation that substantiate the amounts invoiced under this Contract.

a. Please note that should Contractor not have adequate supporting documentation as described above, BCDHHS/IMPACT has the right to recover any unsupported payments.

C. Payments

i. BCDHHS/IMPACT will reimburse the Contractor within 30 days of receipt and approval of a fully-supported and payable invoice.

ii. BCDHHS/IMPACT will follow-up with the Contractor within 15 days of receipt should there be any questioned or unsupported costs.

iii. Payments shall be made to the Contractor’s account through Trails (State of Colorado Child Welfare System) or by means of a check contingent on the payment source. Payments made through Trails are processed once a month and paid either the third or fourth week of each month for the previous calendar month and will be made contingent upon receipt of all required documentation.

iv. BCDHHS/IMPACT shall compensate the Contractor for the services provided under this Contract, in accordance with the following requirements:

a. Contractor must submit progress reports (as applicable) with invoice; payment will not be made until all reports/evaluations are received and all data requirements are met.

b. Costs for services in this Contract may not be greater than that charged to other persons in the same community.

c. Clients shall not be charged any fees related to the services provided under this Contract.

d. Expenditures will not be reimbursed when the expenditures may be reimbursed by some other source (12 CCR 2509-5).
ORDINANCE NO. 2019-3

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF BOULDER FOR THE LICENSING OF THOSE PROVIDING COLLECTION AND/OR TRANSPORTATION OF DISCARDED MATERIALS WITHIN THE UNINCORPORATED AREA OF BOULDER COUNTY

RECITALS

A. Boards of county commissioners are empowered by C.R.S. § 30-15-401(1)(a)(II) to inspect vehicles proposed to be operated in the conduct of transporting ashes, trash, waste, rubbish, garbage (referred to hereinafter as “landfill materials”), or industrial waste products or any other discarded materials; and

B. Boards of county commissioners are empowered by C.R.S. § 30-15-401(1)(a)(IV) to regulate the activities of persons collecting and transporting such materials within the unincorporated area by requiring each such person to secure a license from the county and charging a fee therefore; and to require adherence to such reasonable standards of health and safety as the board may prescribe and to prohibit any such person from commercially collecting or disposing of such materials without a license and when not in compliance with such standards of health and safety as may be prescribed by the board; and

C. The Colorado legislature has expressly endorsed “local efforts ...focused toward the reduction of the volume ...of the waste stream ...through source reduction, recycling, composting, and similar waste management strategies,” and also recognizes that “improper disposal of solid wastes poses significant public health risks and environmental hazards.” C.R.S. § 30-20-100.5.

D. Boards of county commissioners are empowered by C.R.S. § 30-15-401(1)(a)(VI) to require every person providing transportation of discarded materials to and from disposal sites to have, before commencing such operations, in such motor vehicle a motor vehicle liability insurance policy or evidence of such policy issued by an insurance carrier or insurer authorized to do business in the state of Colorado in the amounts required by § 30-15-401(1)(a)(VI); and

E. Persons or companies providing transportation of landfill materials, or industrial waste products or any other discarded materials including electronic devices, recyclable materials, construction and demolition waste, architectural paint, landscaping materials, aggregate materials, and compostable materials within Boulder County, through their collection and transportation activities are able to supply the county with information necessary for long-term solid waste management planning and therefore should be required to submit annual information about their hauling activities to the county; and

F. Boulder County desires to encourage waste reduction, in order to further the waste diversion goals supported by the Boulder County; and

G. It is the intent of this Ordinance to: (1) reduce the volume of waste, recyclables and compostables entering the waste stream and landfills; (2) encourage the recycling of certain discarded materials; (3) obtain information for the tracking and planning of waste diversion; and (4) to protect the health, safety and welfare of the public; and
H. Boulder County desires to encourage cities and towns within the county to enact ordinances to accomplish the same goals in incorporated areas of the county, and utilize this document as a model; and

I. Cities and towns within the county may consent to have this ordinance apply within their boundaries, as provided in C.R.S. § 30-15-401(8).

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF BOULDER AS FOLLOWS:

SECTION 1: DEFINITIONS

A. For the purpose of this Ordinance, the following words, terms, and phrases will have the following meanings:

1. The term “Architectural Paint” shall mean interior and exterior architectural coatings sold in containers of 5 gallons or smaller, as defined in C.R.S. § 25-17-403.

2. The “Boulder County Recycling Center” shall mean the material recovery facility (MRF) owned by Boulder County located at 1901 63rd St., Boulder, CO.

3. The term “Commercial Customer” shall mean any premises where a commercial, industrial, or institutional business or enterprise is undertaken, including, without limitation, retail establishments, restaurants, hospitals, manufacturing factories, schools, day care centers, office buildings, nursing homes, clubs, churches, and public facilities that receive Regular or Periodic Landfill Materials Collection service.

4. The term “Compostable Materials” shall mean Discarded Materials from any residential or commercial source that are collected separately for the purpose of such materials being composted, or otherwise processed into soil amendment, fertilizer, mulch, sludge, biogas, fuel, or electricity.

5. The term “Construction and Demolition or C&D Materials” shall mean the waste materials produced in the process of construction, renovation, or demolition of structures (including buildings, bridges and roads). In addition, it includes the materials generated as a result of natural disasters. Components of C&D material include materials or debris such as asphalt, concrete, dimensional lumber, fiberboard, plywood, ferrous metals, non-ferrous metals, asphalt shingles, cardboard, carpet, brick, wallboard, plastic, and cardboard.

6. The term “Aggregate Materials” shall mean coarse to medium grained particulate material used in construction, including sand, gravel, crushed stone, slag, recycled concrete and geosynthetic aggregates.

7. The term “Discarded Materials” shall mean all putrescible and non-putrescible solid wastes discarded from any residential or commercial sources including Recyclable Materials, Compostable Materials, Construction and Demolition (C&D) Materials, Electronic Device, Architectural Paint, Reuse Materials, Landscaping Materials, Aggregate Materials, and Industrial Waste. The term “Discarded Materials” shall exclude liquid wastes, sewage, sewage sludge, septic tank or cesspool pumpings; discarded or abandoned vehicles or parts of; residential appliances containing chlorofluorocarbon refrigerants; materials used as fertilizers or for other productive purposes, household hazardous
wastes, and hazardous materials as defined in the rules and regulations adopted pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 to -5127.

8. The term “Electronic Device” (referred to hereinafter as “e-scrap”) shall mean waste electronic devices including television sets, central processing units (CPUs), computer monitors, peripherals, printers, fax machines, laptops, notebooks, ultra-books, net books, electronic tablets, digital video disc (DVD) players, video cassette recorders (VCRs), radios, stereos, video game consoles and video display devices with viewing screens greater than four inches diagonally as defined in C.R.S. § 25-17-302(3)(a).

9. The term “Hauler” shall mean person or company that provides the collection transportation and/or disposal of Discarded Materials for another, for a fee, or for no fee, except as exempted in subsection 2(B) below.

10. The term “Landfill Materials” shall mean Discarded Materials from Residential, Commercial and Multi-Family Customers, excluding Recyclable Materials and/or Compostable Materials that have been source-separated for collection.

11. The term “Landscaping Materials” shall mean organic material such as grass clippings, leaves, twigs, branches, and other garden refuse.

12. The term “Multi-family Customer” shall mean a residential structure or mobile home park with two or more residential units that receive Regular or Periodic Landfill Materials Collection service in a centralized collection area.

13. The term “Periodic Landfill Materials Collection” shall mean the regular or on-call collection of landfill materials from Residential, Commercial or Multi-Family Customers, on a schedule of less often than once every five weeks.

14. The term “Regular Landfill Materials Collection” shall mean the regular collection of landfill materials from Residential, Commercial or Multi-Family Customers, on a schedule of more often than once every five weeks.

15. The term “Residential Customer” shall mean all residential single-family structures that receive Regular or Periodic Landfill Materials Collection service.

16. The term “Recyclable Materials” shall mean Discarded Materials from any residential or commercial source that are collected separately for the purpose of such materials being re-processed into new or different products or packaging materials, provided that such materials have been designated in subsection 6(B) of this Ordinance as recyclable.

17. The term “Reuse Materials” shall mean Discarded Materials from any residential or commercial source that are collected separately for the purpose of reusing in the same or different way after reclaiming or reprocessing.
SECTION 2: LICENSE REQUIRED

A. No person or entity shall operate as a Hauler within the unincorporated area of Boulder County, Colorado, or any municipality which consents to the application of this ordinance within its jurisdiction, without a current Annual Hauler License for such activity.

B. Exemptions. The following persons or entities shall not be subject to this ordinance:

1. A civic, community, benevolent or charitable nonprofit organization collecting, transporting and marketing recyclables solely for the purpose of raising funds for a civic, community, benevolent or charitable activity.

2. A property owner or agent thereof who transports Discarded Materials left by a tenant upon such owner's property, so long as such property owner is not compensated for such collection service on a regular or continuing basis;

3. Demolition or construction contractors or landscaping companies that produce and transport less than one ton annually of Discarded Materials.

SECTION 3: LICENSING PROCESS

The application for a Hauler License shall be submitted to the Boulder County Resource Conservation Division on a completed Boulder County Hauler Licensing Program Application and Self-Certification Form.

SECTION 4. IMPLEMENTATION STANDARDS

The Boulder County Resource Conservation Division shall set standards for the implementation of the Hauler Licensing Program including the amount of license fees, the area of Boulder County subject to unlimited residential recycling requirements, schedule for requiring collection of residential compostable materials and area of the county to be covered by this requirement, and the designation of Recyclable Materials.

SECTION 5: LICENSE FEES

The Boulder County Resource Conservation Division shall issue a Hauler License upon the applicant satisfying the requirements herein, and upon full payment of an annual license fee, as specified in the Hauler Licensing Implementation Standards issued by the Resource Conservation Division. All license fees shall be paid in full and shall accompany the application for such license. The amount of the license fee shall be based on the actual cost of administering the Hauler Licensing Program.

SECTION 6: LICENSEE REQUIREMENTS

A. Annual Reporting.

All haulers will submit annual reports for Discarded Materials collected from the unincorporated areas of Boulder County or any municipality which consents to the application of this ordinance within its jurisdiction, without a current Annual Hauler License for such activity. Annual reports will include the following information:
• Weight (in tons) of the following:
  o Discarded Materials
  o Landfill Materials
  o Total Landfilled C&D Materials
  o Total Recycled C&D Materials
  o Recyclable Materials (by commodity or aggregated into commingled containers; mixed paper; single stream (commingled containers combined with mixed paper))
  o Compostables
  o E-scrap
  o Landscaping Materials
  o Architectural Paint
  o Reuse Materials
  o Other information deemed necessary as waste diversion reports are further developed

• Name and final destination facility(s) of landfill, recycling, composting, C&D, e-scrap, architectural paint, reuse materials, and/or landscape materials

Reports shall be submitted to the Boulder County Resource Conservation Division by January 31, each year, via Boulder County’s ReTRAC software or other software designated by Boulder County.

B. Designation of Recyclable Materials.

Changes to the list of designated Recyclable Materials shall be proposed by the Resource Conservation Division to the Board of County Commissioners, after notice to the Resource Conservation Advisory Board (RCAB) and representatives of the licensed Haulers operating within the unincorporated county before they can be added to the Implementation Standards.

C. Service for Multi-family Customers and Commercial Customers.

Haulers who collect Discarded Materials including Recyclable Materials and Compostable Materials from Multi-family Customers and/or Commercial Customers shall offer such services with a frequency as is necessary to prevent overflow from the collection containers utilized for the collection and preparation of such material by such Multi-family and Commercial Customers.
D. Recycling Service for Multi-family Customers and Commercial Customers.

Each Hauler shall offer recycling service to multi-family and commercial customers. Haulers that provide Regular or Periodic Landfill Materials Collection services to Multi-family and Commercial Customers shall also offer these customers weekly or bi-weekly collection of recyclables.

Haulers may provide commercial recycling containers for the collection and preparation of recyclables to all commercial customers. Such Haulers may also establish such reasonable and industry-accepted requirements, rules, or regulations for the separation and preparation of Recyclable Materials as are necessary to provide for the orderly collection of Recyclables Materials. Except for materials not properly prepared for recycling, Haulers may not dispose of Recyclable Materials set out for collection by their customers by any means other than delivery to a lawfully operating recyclables processing facility.

In the event the Hauler elects to perform collection of waste, including Recyclable Materials, through subcontractors or agents, such agency relationship shall not relieve the Hauler of responsibility for compliance with the provisions of this subsection or any rule promulgated hereunder.

All Recyclable Materials placed for collection shall be owned by and be the responsibility of the customer until the materials are collected by the Hauler. No person other than the person placing the Recyclable Materials for collection or that person’s hauler shall take physical possession of any Recyclable Materials separated from landfill materials, set out in the vicinity of the curb, and plainly marked for Recyclable Material collection.

E. Compost Service for Multi-family and Commercial Customers.

Haulers that provide Regular or Periodic Landfill materials Collection services to Multi-family and Commercial Customers in the urbanized areas, identified as Region 5 on the Boulder County Resource Conservation Division Waste Hauler Ordinance Regions map provided yearly to licensed haulers, shall also offer to these customers weekly or bi-weekly collection of a minimum of 32 gallons Compostable Material.

Hauler may provide commercial compost collection containers for the collection of Compostable Material to all commercial customers. Such Haulers may also establish such reasonable and industry-accepted requirements, rules, or regulations for the separation and preparation of Compostable Material as are necessary to provide for its orderly collection. Except for materials not properly prepared for composting, Haulers may not dispose of Compostable Material set out for collection by their customers by any means other than delivery to a lawfully operating compostables processing facility.

In the event the Hauler elects to perform collection of waste, including Compostable Material, through subcontractors or agents, such agency relationship shall not relieve the Hauler of responsibility for compliance with the provisions of this subsection or any rule promulgated hereunder.

All Compostable Material placed for collection shall be owned by and be the responsibility of the customer until the materials are collected by the Hauler. No person other than the person placing the compostable materials for collection or that person’s hauler shall take physical possession of any compostable materials separated from landfill materials, set out in the vicinity of the curb, and plainly marked for compostable material collection.
F. Recycling service for residential Customers.

Haulers that provide Regular or Periodic Landfill Materials Collection services to Residential Customers shall also provide to these customers weekly or bi-weekly collection of recyclables and shall charge a single rate for Landfill Materials Collection and collection of unlimited amounts of recyclable material.

Each Hauler may provide household recycling containers for the collection and preparation of recyclables to all residential customers. Such Haulers may also establish such reasonable and industry-accepted requirements, rules, or regulations for the separation and preparation of Recyclable Materials as are necessary to provide for the orderly collection of Recyclable Materials. Except for materials not properly prepared for recycling, Haulers may not dispose of Recyclable Materials set out for collection by their customers by any means other than delivery to a lawfully operating recyclables processing facility.

In the event the Hauler elects to perform collection of waste, including Recyclable Materials, through subcontractors or agents, such agency relationship shall not relieve the Hauler of responsibility for compliance with the provisions of this subsection or any rule promulgated hereunder.

All Recyclable Materials placed for collection shall be owned by and be the responsibility of the customer until the materials are collected by the Hauler. No person other than the person placing the Recyclable Materials for collection or that person’s hauler shall take physical possession of any Recyclable Materials separated from landfill materials, set out in the vicinity of the curb, and plainly marked for Recyclable Material collection.

G. Compost service for residential customers.

Haulers that provide Regular or Periodic Landfill materials Collection services to Residential Customers in the urbanized areas, identified as Region 5 on the Boulder County Resource Conservation Division Waste Hauler Ordinance Regions map provided yearly to licensed haulers, shall also provide to these customers weekly or bi-weekly collection of a minimum of 32 gallons Compostable Material and shall charge a single rate for Landfill materials Collection and collection of Recyclable and Compostable Material.

Each Hauler may provide household compost collection containers for the collection of Compostable Material to all residential customers. Such Haulers may also establish such reasonable and industry-accepted requirements, rules, or regulations for the separation and preparation of Compostable Material as are necessary to provide for its orderly collection. Except for materials not properly prepared for composting, Haulers may not dispose of Compostable Material set out for collection by their customers by any means other than delivery to a lawfully operating compostables processing facility.

In the event the Hauler elects to perform collection of waste, including Compostable Material, through subcontractors or agents, such agency relationship shall not relieve the Hauler of responsibility for compliance with the provisions of this subsection or any rule promulgated hereunder.

Compostable Material placed for collection shall be owned by and be the responsibility of the customer until the materials are collected by the Hauler. No person other than the person placing the compostable materials for collection or that person’s hauler shall take physical possession of any compostable materials separated from landfill materials, set out in the vicinity of the curb, and plainly marked for compostable material collection.
H. **Volume-based rates.**

Haulers that provide Regular or Periodic Landfill Materials Collection services to their Residential customers shall charge these customers for this service on the basis of the volume of the Landfill Materials containers subscribed to by the customer for Regular or Periodic Landfill Materials collection by the Hauler.

In order to encourage waste reduction by offering smaller volume collection, each Hauler shall establish a single standardized price to be charged for the collection of a base volume of 32, 64, and 96 gallons, which are the typical volumes of Garbage can or cart used by a Residential Customers. No hauler may sell only one volume of service. Each hauler shall charge an incremental standardized price for each base volume unit of Landfill Material subscribed to or placed by the customer, whichever is more, regardless of the number of containers placed by the customer for collection.

Each Residential Customer shall be afforded the opportunity to subscribe to service limited to 32 gallons only, 64 gallons only, or 96 gallons only. The provisions of this subsection shall not be construed as prohibiting any Hauler from also establishing rules and regulations regarding the safe maximum weight of containers of Landfill Materials and/or Recyclable Materials or Compostable Materials. A Hauler may refuse to collect any Landfill Materials container which is overloaded or which contains a volume of Landfill Materials greater than the rated or specified volume of such container or shall account for and bill the customer for the collection of such excess Landfill Materials.

Special pickups for bulky items are permitted at an additional fee.

I. **Flat monthly fee**

In addition to the volume-based rates, Haulers may establish a flat monthly fee that may be charged to Residential Customers regardless of whether Landfill Materials, Recyclable or Compostable Materials are placed by the customer for collection during the month. The flat monthly fee may be charged for the purpose of covering the combined fixed operational costs for collecting Landfill Materials and Recyclable Materials and Compostable Materials.

The fee shall not exceed the monthly volume-based rate charged, assuming the collection of only one standard Landfill Materials container (approximately 32 gallons) per week. All bills for services provided by such contractor to Residential Customers shall clearly identify both the flat monthly fee and any volume-based fees charged to the customer for the collection of Landfill Materials.

Nothing herein shall prevent or prohibit such Hauler from charging additional fees for providing services in addition to collection of Landfill Materials, Recyclable Materials or Compostable Materials.

J. **Multi-family and Commercial volume-based rates.**

Haulers that provide Landfill Materials Collection, Recycling Collection, and/or Compost Collection services to their Multi-family and Commercial customers shall charge these customers for this service on the basis of the volume of the containers subscribed to by the customer for collection by the Hauler.
Hauler may refuse to collect any Landfill Materials container which is overloaded or which contains a volume of Landfill Materials greater than the service subscribed to or specified volume of such container or shall account for and bill the customer for the collection of such excess Landfill Material.

Special pickups for bulky items are permitted at an additional fee.

K. Notification of new customers.

Hauler shall notify New Residential Customers in writing that the service includes the collection of Recyclable Materials, which materials are designated for recycling collection in subsection 6(B), and of such rules and regulations as have been established by the Hauler for the orderly collection of Recyclable Materials as authorized by subsection 6(F) regarding the acceptable weight and volume for the collection of Recyclable Materials.

Haulers shall also notify new Residential Customers that the service includes the collection of Compostable Materials pursuant to subsection 6(G).

Hauler shall notify New Multi-Family and Commercial Customers in writing that the service includes the option for collection of Recyclable Materials and Compostable Materials, which materials are designated for collection in subsection 6(B), and of such rules and regulations as have been established by the Hauler for the orderly collection of Recyclable and Compostable Materials as authorized by subsection 6(E) and 6(F) regarding the acceptable weight and volume for the collection of Compostable and Recyclable Materials respectively.

L. Disposition of Recyclable Materials.

All Recyclable Materials placed for collection shall be owned by and be the responsibility of the customer until the materials are collected by the Hauler. No person other than the person placing the Recyclable Materials for collection or that person’s hauler shall take physical possession of any Recyclable Materials separated from Landfill Materials, set out in the vicinity of the curb, and plainly marked for recyclable material collection.

Each Hauler shall haul all the customer’s Recyclable Materials to the Boulder County Recycling Center, a publicly owned facility located at 1901 63rd Street Boulder, Colorado 80301, or to another recycling facility, at the discretion of the hauler.

M. County to Supply Information.

The County may produce an educational flyer about recycling and waste reduction opportunities in Boulder County. Haulers shall copy and distribute this flyer, not to exceed one sheet of paper in length, to all their Residential, Multi-Family and Commercial customers, at no charge to the county.

SECTION 7: ELECTRONICS COLLECTION LANDFILL BAN

In accordance with C.R.S. § 25-17-301 to -308, the “Electronics Recycling Job Act,” haulers are prohibited from knowingly collecting the following electronic equipment for landfill disposal:

Waste electronic devices include television sets, central processing units (CPUs), computer monitors, peripherals, printers, fax machines, laptops, notebooks, ultra-books, net books, electronic
tablets, digital video disc players, video cassette recorders and video display devices with a screen greater than four inches.

Haulers may not collect electronics from industry, businesses, governmental agencies, institutions and schools unless the material is being managed under the Universal Waste Rule (Colorado Hazardous Waste Regulations 6 CCR § 1007-3 Part 273).

SECTION 8: AUDIT, PENALTIES FOR NON-COMPLIANCE

It shall be a violation of this Hauler Licensing Ordinance 2019-3 for any person, firm or entity to engage in any commercial waste hauling within the unincorporated area of Boulder County without first having obtained a license for said operation. Each separate Periodic Landfill Materials Collection service or each separate collection from a Residential, Multi-family or Commercial Customer of Discarded Materials conducted without a license shall constitute a separate violation. Any such violation shall be punishable by a fine of not more than five hundred dollars ($500.00) for each separate violation.

Any other violation of this Commercial Waste Hauler Licensing Ordinance 2019-3 shall be punishable by a fine of not more than five hundred dollars ($500) for each separate violation and/or may result in the suspension or revocation of the license.

Each Hauler shall make its records available for audit by the county at a location within the Denver metropolitan area during regular business hours when requested by the county in order to allow it to verify Hauler compliance with the provisions of this Ordinance. Among other records, each Hauler shall make available for review all customer invoices, scale tickets and similar documents reflecting actual pricing to customers, as well as final destination of materials collected. All information that is confidential pursuant to the provisions of the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., shall be treated as such.

Law enforcement personnel may use the Penalty Assessment Procedure described in C.R.S. § 16-2-201 for violations of this Commercial Waste Hauler Licensing Ordinance 2019-3. This statute permits an arresting officer to issue a penalty assessment notice and release an alleged violator upon the terms of the notice or take the alleged violator before a county court judge. The penalty assessment notice shall be a summons and complaint, and shall contain the identification of the person, firm or entity which has violated this Ordinance. The penalty assessment notice shall also specify the offense, the applicable fine, and require that the alleged violator pay the fine or appear to answer the charge at a specified time and place.

No enforcement action for a violation of this Commercial Waste Hauler Licensing Ordinance 2019-3 shall be taken more than one calendar year after the date on which said violation occurred.

SECTION 9: SAVINGS CLAUSE

If any section, clause, sentence or part of this ordinance is adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or invalidate the other provisions of this ordinance which can be given effect without such invalid provision.
SECTION 10: REPEAL OF ORDINANCE 2016-1

This ordinance shall be known as and be referred to as the “Commercial Waste Hauler Licensing Ordinance 2019-3”. Commercial Waste Hauler Licensing Ordinance 2016-01 is hereby repealed and re-enacted as Commercial Waste Hauler Licensing Ordinance 2019-3.

SECTION 11: EFFECTIVE DATE

This ordinance shall be effective thirty days after publication following adoption on second reading.

ADOPTED ON SECOND AND FINAL READING on _____________________, 2019.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF BOULDER, COLORADO

________________________________
Elise Jones, Chair

ATTEST:

______________________________
Clerk to the Board
CERTIFICATION AND ATTESTATION

I, Molly Fitzpatrick, Boulder County Clerk and Recorder, do hereby certify that the foregoing Ordinance No. 2019-3, entitled “AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF BOULDER FOR THE LICENSING OF THOSE PROVIDING COLLECTION AND/OR TRANSPORTATION OF DISCARDED MATERIALS WITHIN THE UNINCORPORATED AREA OF BOULDER COUNTY” is a true, correct and complete copy from the records in my office, that said ordinance was duly adopted by the Board of County Commissioners of the County of Boulder. The first reading of Ordinance 2019-3 took place on __________, 2019, at a regular Board of County Commissioners Meeting. It was published in full in the __________ on __________, 2019. The Ordinance was adopted on second reading at a public hearing held before the Board of County Commissioners on _____, 2019. Further, one (1) copy of the Ordinance is now filed in the office of the Clerk and Recorder for the County of Boulder, Colorado, and may be inspected during regular business hours.

__________________________________________
Clerk and Recorder
STAFF PLANNER: Summer Frederick, AICP; Principal Planner

EXTENSION REQUEST FOR:

Docket V-18-0002: Smiling Daisy Farms LLC and Tollgate Organic Farms LLC

Request: Request to vacate Hardt Road between Lots 7 and 8 of the Hardt Estates subdivision (Docket V-18-0002).

Location: At 9301 and 9231 Tollgate Drive (parcel numbers 131717003001 and 131717002002); approximately 800 feet south of the intersection of Nelson Road and Tollgate Drive, in Sections 17, Township 2N, Range 70W.

Zoning: Agricultural (A) Zoning District

Applicants/Owners: Smiling Daisy Farms LLC and Tollgate Organic Farms LLC

Agent: Ellyn Prescott, Flatirons Inc.

DISCUSSION/RECOMMENDATION:

This is a request for a one-year extension, to provide additional time for the applicants to complete the post-approval requirements for the Vacation docket V-18-0002. The above-referenced docket was conditionally approved at a duly noticed public hearing held on August 16, 2018, and the associated Resolution 2018-105 was signed on October 18, 2018. In the interim, the applicant has been working towards meeting the post-approval requirements. The attached extension request letter from the applicant explains several challenges that have prolonged the work to complete the post-approval requirements.

The Boulder County Land Use Code (Section 10-100) requires all post-approval requirements be completed within one year from the date of approval. However, Section 10-100.E.2 of the Code states, “The Land Use Department staff shall record the Commissioner’s approval with the Clerk and Recorder’s office within 1 year of the Commissioner’s approval unless otherwise stated [emphasis added].” Condition of approval #1 of Resolution 2018-105 states, “Finally, this vacation approval shall expire if recordation does not occur within the required one-year timeframe (unless an extension is granted) [emphasis added].” In response to the applicant’s request and the allowance of an extension as expressed in the Land Use code and the Resolution, staff recommends that the Board of County Commissioners approve the extension request to record the post-approval requirements no later than October 18, 2020.
Hi Summer. I’d like to please request a one year extension for the approval date for V-18-0002. We have had numerous delays this year with the surveyors, and are now working with the lienholder of 9301 Tollgate Dr. Longmont CO 80503 (Wells Fargo) to get their approval for the signature on the survey plat. They will not have their end done until after our current deadline. Thank you!

Nikolai Gromicko
nikolaigromicko@icloud.com
7202728662
BOULDER COUNTY COLORADO invites applications for the position of:

Financial Systems Comptroller

Boulder County is a forward-thinking community with over 2,000 employees serving the needs of nearly 300,000 residents. From the peaks of the Rocky Mountains to the thriving agricultural lands and urban centers on the plains, Boulder County’s 740 square miles include some of the most diverse, natural landscapes and smart-growth development along the Front Range. Our county’s leaders and employees have long held a commitment to being stewards of our land, environment and community. From visionary open space, land use and sustainability policies to award-winning wellness and public service programs, our county government helps foster a vibrant, healthy and active community. As individuals and an organization, we value and respect diversity, striving for a high quality of life for all employees and residents. Our policies and practices reflect our dedication to providing the very best in public service.

SALARY

<table>
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<th>Monthly</th>
<th>Annually</th>
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<td>$7,391.00 - $10,644.00</td>
<td>$88,692.00 - $127,728.00</td>
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OPENING DATE: CLOSING DATE:

DESCRIPTION:

The Boulder County Office of Financial Management is hiring a full time Financial Systems Comptroller. The Comptroller manages a cohesive team that’s dedicated to superb customer service. The Comptroller is responsible for developing and monitoring Oracle ERP accounting processes. The Comptroller will also manage grant compliance activities for the county under the direction of the Chief Financial Officer and the Board of County Commissioners.

This is a benefited 40 hour per week position. Under FLSA guidelines, this position is exempt.

EXAMPLES OF DUTIES

The Financial Systems Comptroller will:

1. Act as the county’s Oracle ambassador and liaison to county offices and departments to provide functional assistance ensuring the efficient use of the
county’s ERP system;
2. Develop, monitor and update transactional procedures to ensure consistent use of the system across county offices and departments;
3. Provide direct support to the finance functional leads for each module, conduct user training, participate in upgrade testing, coordinate monthly functional lead meetings; act as the finance liaison to the technical support team, and analyze user help desk tickets to look for process improvements;
4. Coordinate month end / year end close activities in Oracle;
5. Act as the finance lead in coordination with IT staff to implement and maintain a new out-facing transparency program;
6. Directly support and give guidance to Elected Officials and Department Heads regarding financial compliance;
7. Manage grant compliance activities including the creation and the audit of the annual SEFA (Schedule of Expenditures of Federal Awards), the oversite of disaster recovery grants and the direct support of additional specific grants as needed;
8. Assign, direct and supervise activities of the Grants Accounting Supervisor, ensuring adherence to established policies and procedures;
9. Act as co-lead with the Reporting and Compliance Comptroller to coordinate county-wide accounting supervisors’ working group meetings and to maintain its goals;
10. Perform related work as required.

Please Note: This position may be reassigned in an emergency.

REQUIRED QUALIFICATIONS

Education:

- A bachelor’s degree in Accounting, Business Administration, Finance, Public Administration, Economics, or related field of study.

Experience:

- Three years of professional managerial experience

Additional related experience may count toward required education.

Knowledge, Skills and Abilities:

Working knowledge of professional accounting
principles and procedures, especially as they relate to
governmental accounting. Ability to work effectively
with other employees and the public. Strong
interpersonal and written communication skills
required.

**SUPPLEMENTAL INFORMATION**

**Physical Requirements:**
Primarily sedentary physical work requiring ability to
lift a maximum of 40 pounds; occasional lifting,
carrying, walking and standing; frequent hand/eye
coordination to operate computer keyboard and office
equipment; vision for reading, recording and
interpreting information; speech communication and
hearing to maintain communication with employees
and members of the public.

From "Dictionary of Occupational Titles", U.S. Dept. of
Labor:
Occasionally: activity or condition exists up to 1/3 of
the time.
Frequently: activity or condition exists from 1/3 to 2/3
of the time.
Constantly: activity or condition exists 2/3 or more of
the time.

**Veterans are encouraged to apply for positions
that match their skills, education, and
experience.**
Memorandum

Date: November 7, 2019

To: Board of County Commissioners

From: Aaron Pratt – Budget Director

Subject: 2019 Budget Adjustment

District Attorney Amendment Request

Amount: $29,498

Description: The District Attorney’s Office is requesting the replacement of a fleet vehicle in the amount of $29,498 for FY19. This vehicle was involved in an accident (side impacted through a green light by another vehicle) and deemed a total loss by the County’s insurance carrier the request is to purchase a Toyota RAV4 Hybrid vehicle.

Source: General Fund Balance (Fund 101)