

Mayor
Aaron Brockett

Council Members
Taishya Adams
Matt Benjamin
Lauren Folkerts
Tina Marquis
Ryan Schuchard
Nicole Speer
Mark Wallach
Tara Winer



Council Chambers
1777 Broadway
Boulder, CO 80302
March 20, 2025
6:00 PM

City Manager
Nuria Rivera-Vandermyde

City Attorney
Teresa Taylor Tate

City Clerk
Elesha Johnson

AGENDA FOR THE REGULAR MEETING OF THE BOULDER CITY COUNCIL

1. **Call to Order and Roll Call**
 - A. **Boulder Day of Remembrance (King Soopers Shooting) Declaration *10 Min***
presented by Council Member Winer
2. **Open Comment**
3. **Consent Agenda**
 - A. **Consideration of the following motions related to authorizing issuance of Certificates of Participation:**

Motion to adjourn as the Boulder City Council and convene as the Board of Directors for The Boulder Municipal Property Authority;

1. Motion to adopt Resolution 161 authorizing the issuance of the Boulder Municipal Property Authority Certificates of Participation; authorizing the method of sale with respect to said Certificates; authorizing the execution and delivery of one or more conveyance documents, a lease, and an indenture; authorizing the use of a Notice of Sale and Preliminary and Final Official Statements; authorizing the execution and delivery of miscellaneous documents in connection therewith; delegating certain details to certain authorized officers of the corporation and others; and providing the effective date of this resolution; and setting forth related details; and

2. Motion to adopt Resolution 162 approving the City of Boulder, Boulder Municipal Property Authority making supplemental appropriations to the 2025 fiscal year ending December 31, 2025; and setting forth related details; and

Motion to adjourn as The Board of Directors for the Boulder

Municipal Property Authority and reconvene as the Boulder City Council

- B. Consideration of a motion to authorize the City Manager to approve the following located at the Hotel Boulderado at 2115 13th Street, 1230 Pine Street, and 2190 Broadway
 - 1. A 20-year right-of-way lease for encroachments located within City right-of-way (REV-01002168); and**
 - 2. a 20-year revocable permit for encroachments located within City easements (REV-01002822).****
- C. Introduction, first reading and consideration of a motion to order published by title only Ordinance 8686 designating the property at 658 Pleasant St., City of Boulder, Colorado, to be known as the Tiara House, as an individual landmark under Chapter 9-11, "Historic Preservation," B.R.C. 1981; and setting forth related details**
- D. Introduction, first reading, consideration of a motion to order published by title only, and adopt by emergency measure Ordinance 8691 authorizing the financing of certain expenditures relating to the renovation and expansion of, and associated site work at the city's Pavilion Building, and in connection therewith authorizing the sale and subsequent leasing of the Pavilion Building and the execution and delivery by the city of a deed, a Lease Purchase Agreement, a Mortgage and Indenture of Trust, a Preliminary and Final Official Statement, and other financing documents; setting forth parameters and restrictions with respect to the financing; authorizing a competitive sale of one or more series of Certificates of Participation in an aggregate principal amount of not to exceed \$100,000,000 and approving the form of Notice of Sale; authorizing city officials to take all action necessary to carry out the transactions contemplated hereby; ratifying actions previously taken; and setting forth related details**
- E. Introduction, first reading, consideration of a motion to order published by title only, and adopt by emergency measure Ordinance 8692 relating to the financial affairs of the City of Boulder, Colorado, making supplemental appropriations for the fiscal year ending December 31, 2025; and setting forth related details**
- F. Introduction, first reading and consideration of a motion to order published by title only, and adopt by emergency measure Ordinance 8693 adopting Supplement 162 which codifies previously adopted Ordinances and Appendix Council Procedures as amendments to the Boulder Revised Code, 1981; and setting forth related details**
- G. Third reading and consideration of a motion to adopt Ordinance 8669 amending Title 9, "Land Use Code," B.R.C. 1981, by adopting form-based code standards for parts of East Boulder, moving the form-based code from Appendix M to Chapter 9-14, "Form-Based Code," B.R.C. 1981, revising rezoning and trip reduction standards for East Boulder; and setting forth related details**

- H. **Third reading and consideration of a motion to adopt Ordinance 8684 amending Title 10, "Structures," B.R.C. 1981 and adopting by reference the 2024 international codes regarding property maintenance, building, electrical, fire, mechanical, fuel, gas, and plumbing; and setting forth related details**
 - I. **Consideration of a motion authorizing the city attorney to appoint the Fort Collins City Attorney's Office as special counsel to investigate and, if necessary, prosecute complaint #2025-002 and any other subsequent complaints related to a code of conduct violation filed pursuant to § 2-7-10(c) B.R.C. 1981**
 - J. **Consideration of a motion to accept the Findings of Fact, Conclusions and Recommendations of Special Counsel, Stefanie Boster, Deputy City Attorney, City of Fort Collins, finding that no violations occurred concerning the Code of Conduct complaint and amended complaint filed against Council Member Taishya Adams**
- 4. Call-Up Check-In**
- A. **Consideration of a Site Review for the redevelopment of a 9.87-acre site at 1855 S Flatiron Ct. with three Research and Development buildings totaling 208,818 square feet. The proposal includes a request for a height modification to allow for two three-story buildings up to 50' in height and one three-story building up to 45' in height, a request for a 25% parking reduction, and a modification to site access control to allow for two access points. The applicant has requested Vested Rights. Reviewed under case no. LUR2024-00036.**
- 5. Public Hearings**
- A. **Second reading and consideration of a motion to adopt Ordinance 8688 granting a franchise by the City of Boulder, Colorado, to ALLO Communications LLC, its successors and assigns, pursuant to Chapter 6, "Boulder Cable Code," B.R.C. 1981, and ALLO Communications LLC's franchise application, to furnish cable television services within the identified franchise areas of the city and to all persons, businesses, and industries within the franchise areas and the right to acquire, construct, install, locate, maintain, operate and extend into, within and through said franchise areas of the city all facilities reasonably necessary to furnish cable television services within the franchise areas of the city and the right to make reasonable use of all streets and other public places and public easements as herein defined as may be necessary for the benefit of the city of Boulder; and fixing the terms and conditions thereof; and setting forth related details** **45 min
– 20 min
presentat
/ 25 min
public
hearing
&
council
discussio**
 - B. **Consideration of a motion to approve the 2025 Boards and Commissions appointments** **75 min
– 15 min
presentat
/ 60 min
public**

- 6. Matters from the City Manager**
- 7. Matters from the City Attorney**
- 8. Matters from the Mayor and Members of Council**
- 9. Discussion Items**
- 10. Debrief**
- 11. Adjournment**

3:20 hrs

Additional Materials

Presentations

Item Updates

Information Items

- A. Boulder Valley Comprehensive Plan update.**

Boards and Commissions

- A. 02.05.25 EAB Minutes**

Declarations

- A. César Chávez Day Declaration**
- B. National Women's History Month Declaration**
- C. Intellectual and Developmental Disabilities Awareness Month Declaration**

Heads Up! Email

This meeting can be viewed at www.bouldercolorado.gov/city-council. Meetings are aired live on Municipal Channel 8 and the city's website and are re-cablecast at 6 p.m. Wednesdays and 11 a.m. Fridays in the two weeks following a regular council meeting.

Boulder 8 TV (Comcast channels 8 and 880) is now providing closed captioning for all live meetings that are aired on the channels. The closed captioning service operates in the same manner as similar services offered by broadcast channels, allowing viewers to turn the closed captioning on or off with the television remote control. Closed captioning also is available on the live HD stream on BoulderChannel8.com. To activate the captioning service for the live stream, the "CC" button (which is located at the bottom of the video player) will be illuminated and available whenever the channel is providing captioning services.

The council chambers is equipped with a T-Coil assisted listening loop and portable assisted listening devices. Individuals with hearing or speech loss may contact us using Relay Colorado at 711 or 1-800-659-3656.

Anyone requiring special packet preparation such as Braille, large print, or tape recorded versions may contact the City Clerk's Office at 303-441-4222, 8 a.m. - 5 p.m. Monday through Friday. Please request special packet preparation no later than 48 hours prior to the meeting.

If you need Spanish interpretation or other language-related assistance for this meeting, please call (303) 441-1905 at least three business days prior to the meeting. Si usted necesita interpretacion o cualquier otra ayuda con relacion al idioma para esta junta, por favor comuniquese al (303) 441-1905 por lo menos 3 negocios dias antes de la junta.

Send electronic presentations to email address: CityClerkStaff@bouldercolorado.gov no later than 2 p.m. the day of the meeting.



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Boulder Day of Remembrance (King Soopers Shooting) Declaration presented by Council Member Winer

PRIMARY STAFF CONTACT

Megan Valliere, City Council Program Manager

ATTACHMENTS:

Description

- ▣ **Day of Remembrance (King Soopers Shooting) Declaration**

Declaration of the Boulder Day of Remembrance

March 22, 2025

March 22, 2021, is a date that will be forever seared in the collective memory of our community. On that Monday afternoon, a grievous atrocity was committed that will mark each of us for the rest of our lives. But, none more so than the families and friends of the ten people taken from us suddenly and violently, people going about their daily lives, doing their jobs, feeding their families, protecting one another. Our entire community joins those families and friends in saying the names of our neighbors, taken from us before their time:

Denny Stong
Neven Stanisic
Rikki Olds
Tralona Bartkowiak
Suzanne Fountain
Teri Leiker
Kevin Mahoney
Lynn Murray
Jody Waters
Officer Eric Talley

It has been said that there are three deaths: The first is when the body ceases to function. The second is when the body is returned to the earth. And, the third is that moment, sometime in the future, when the person's name is spoken for the very last time. Let us never allow this third death of our ten fallen neighbors. Let us take the time to speak their names, celebrate their lives, mourn their passing. As long as we remember them, they will never truly die.

And, so, as our modest and humble gesture, the City Council of the City of Boulder declares that every year, in perpetuity, March 22 shall be designated the **Boulder Day of Remembrance**. On that day, every year, our community will pause and remember the ten people who departed. On that day, every year, we will celebrate their lives. On that day, every year, we will say their names out loud so that, in our hearts, they will live on.



Aaron Brockett, Mayor





COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Consideration of the following motions related to authorizing issuance of Certificates of Participation:

Motion to adjourn as the Boulder City Council and convene as the Board of Directors for The Boulder Municipal Property Authority;

1. Motion to adopt Resolution 161 authorizing the issuance of the Boulder Municipal Property Authority Certificates of Participation; authorizing the method of sale with respect to said Certificates; authorizing the execution and delivery of one or more conveyance documents, a lease, and an indenture; authorizing the use of a Notice of Sale and Preliminary and Final Official Statements; authorizing the execution and delivery of miscellaneous documents in connection therewith; delegating certain details to certain authorized officers of the corporation and others; and providing the effective date of this resolution; and setting forth related details; and
2. Motion to adopt Resolution 162 approving the City of Boulder, Boulder Municipal Property Authority making supplemental appropriations to the 2025 fiscal year ending December 31, 2025; and setting forth related details; and

Motion to adjourn as The Board of Directors for the Boulder Municipal Property Authority and reconvene as the Boulder City Council

PRIMARY STAFF CONTACT

Ron Gilbert, Assistant Controller

REQUESTED ACTION OR MOTION LANGUAGE

Staff requests council consideration of this matter and action in the form of the following motions:

Motion to adjourn as the Boulder City Council and convene as the Board of Directors for The Boulder Municipal Property Authority; and

Motion to adopt Resolution 161 authorizing the issuance of the Boulder Municipal

Property Authority Certificates of Participation; authorizing the method of sale with respect to said Certificates; authorizing the execution and delivery of one or more conveyance documents, a lease, and an indenture; authorizing the use of a Notice of Sale and Preliminary and Final Official Statements; authorizing the execution and delivery of miscellaneous documents in connection therewith; delegating certain details to certain authorized officers of the corporation and others; and providing the effective date of this resolution; and setting forth related details; and

Motion to adopt Resolution 162 approving the City of Boulder, Boulder Municipal Property Authority supplemental appropriations for the fiscal year ending December 31, 2025; and setting forth related details; and

Motion to adjourn as The Board of Directors for the Boulder Municipal Property Authority and reconvene as the Boulder City Council

ATTACHMENTS:

Description

- ▣ **Item 3A Final Packet**



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 20, 2025

AGENDA TITLE

Consideration of the following motions related to authorizing issuance of Certificates of Participation:

Consideration of a motion to adjourn as the Boulder City Council and convene as the Board of Directors for The Boulder Municipal Property Authority;

Consideration of a motion to adopt Resolution 161 authorizing the issuance of the Boulder Municipal Property Authority Certificates of Participation; authorizing the method of sale with respect to said Certificates; authorizing the execution and delivery of one or more conveyance documents, a lease, and an indenture; authorizing the use of a Notice of Sale and Preliminary and Final Official Statements; authorizing the execution and delivery of miscellaneous documents in connection therewith; delegating certain details to certain authorized officers of the corporation and others; and providing the effective date of this resolution; and setting forth related details; and

Consideration of a motion to adopt Resolution 162 approving the City of Boulder, Boulder Municipal Property Authority supplemental appropriations to the 2025 fiscal year ending December 31, 2025; and setting forth related details; and

Consideration of a Motion to adjourn as The Board of Directors for the Boulder Municipal Property Authority and reconvene as the Boulder City Council.

PRESENTERS

Nuria Rivera-Vandermyde, City Manager
Joel Wagner, Interim Chief Financial Officer
Teresa T. Tate, City Attorney
Laurel Witt, Assistant City Attorney II
Joanna Crean, Facilities & Fleet Director
Michele Crane, Facilities & Fleet Deputy Director
Charlotte Huskey, Budget Officer
Ron Gilbert, Assistant Controller

EXECUTIVE SUMMARY

The Boulder Municipal Property Authority (BMPA) was formed as a Colorado nonprofit corporation in February of 1988. BMPA was formed for the purpose of acquiring real and personal property and leasing, selling or otherwise conveying the same to the city. BMPA is governed by a nine-member board of directors, which consists of the members of the City Council. BMPA's officers include a President and Vice President, which, pursuant to its Bylaws, shall be the Mayor and Mayor Pro Tem, respectively, of the city and a Secretary-Treasurer, which shall be the Chief Financial Officer of the city. BMPA has no assets, other than assets acquired from the issuance of debt securities, which are pledged to the repayment of such securities.

The attached Proposed Resolution 161 (**Attachment A**) is necessary for The Boulder Municipal Property Authority ("BMPA") to complete the financing of the city's Western City Campus development and includes:

- Issuance of the Certificates of Participation ("Certificates") in a principal amount not to exceed \$100,000,000 within the parameters approved by City Council.
- Competitive sale of the Certificates.
- Acceptance of title to the Pavilion Building as the collateral property, and;
- Execution of all documents necessary for the issuance of the Certificates and to lease the Pavilion Building back the City.

City Council will be considering adoption of an ordinance, in a separate agenda item, to set the parameters by which the Certificates may be sold. It is anticipated that, as required collateral for the Certificates, the city will transfer the Pavilion Building, comprised of the building, site improvements, fixtures and real property to BMPA for BMPA to lease back to the city. The annual rents paid by the city to BMPA will be in the same amount as the annual lease payments and will be used by BMPA to make the annual debt service payments on the Certificates.

The city's and BMPAs budgeting practices also Resolution 162 (**Attachment B**) amends the 2025 Budget for the BMPA Fund. The 2025 adopted budget for the Boulder Municipal Property Authority Fund is \$4,629,992 and with this supplemental appropriation of \$6,200,000, the amended budget increases to \$10,829,992.

STAFF RECOMMENDATION

Suggested Motion Language:

Staff requests council consideration of this matter and action in the form of the following motions:

Motion to adjourn as the Boulder City Council and convene as the Board of Directors for The Boulder Municipal Property Authority; and

Motion to adopt Resolution 161 authorizing the issuance of the Boulder Municipal Property Authority Certificates of Participation; authorizing the method of sale with respect to said Certificates; authorizing the execution and delivery of one or more conveyance documents, a lease, and an indenture; authorizing the use of a Notice of Sale and Preliminary and Final Official Statements; authorizing the execution and delivery of miscellaneous documents in connection therewith; delegating certain details to certain authorized officers of the corporation and others; and providing the effective date of this resolution; and setting forth related details; and

Motion to adopt Resolution 162 approving the City of Boulder, Boulder Municipal Property Authority supplemental appropriations for the fiscal year ending December 31, 2025; and setting forth related details; and

Motion to adjourn as the Board of Directors for The Boulder Municipal Property Authority and reconvene as the Boulder City Council.

COMMUNITY SUSTAINABILITY ASSESSMENTS AND IMPACTS

- **Economic** – Development of the Western City Campus will result in a centralizing of city services that are currently scattered across several buildings throughout the city enabling more efficient and effective delivery of services to the community. Existing buildings and properties, many of which are in the Civic Area and currently house city staff will be vacated through consolidation to the Western City Campus. This makes considerable space available for future business and activities to thrive in these areas.
- **Environmental** – The new Western City Campus will achieve many of the city’s environmental and sustainability goals and be a leader in low-carbon redevelopment. The project is an adaptive reuse of two existing buildings on the site with additions constructed with mass timber. The buildings will transition off natural gas to be highly energy efficient and all-electric. The project represents the best of cross-departmental collaboration to achieve sustainability goals identified for mobility, landscaping and stormwater management, greenways, and civic spaces.
- **Social** – Achieving a Western City Campus that is welcoming and accessible to all people has been the highest priority. The new campus and buildings have been designed with input from people across a broad spectrum of physical abilities, ethnicities, gender identify, age and socio-economic class to help inform an all-inclusive design that serves all members of the community.

OTHER IMPACTS

- **Fiscal** – The issuance of the Certificates will address major capital needs of the city. The annual lease payments will be supported by available annual operating revenues from the General Fund, which are already programmed. This project will result in the decommissioning or sale of older, less energy efficient assets which require significant repairs and capital maintenance. Staff projects that this project will result in lower total cost of ownership of city facilities (utilities, maintenance, etc.) once older facilities are vacated.
- **Staff time** – Administration of the revised debt service on this issue of the Certificates is part of normal staff time that is included in the appropriate department budgets.

BOARD AND COMMISSION FEEDBACK

The Western City Campus has long been a part of the larger Alpine-Balsam project which underwent a multi-year Area Planning process starting in 2016. On September 24, 2019 at a joint [Planning Board and City Council](#) meeting the Alpine-Balsam Area plan was accepted and within that plan, description of the Western City Campus. The acceptance memo provides a complete description of board and commission engagement through the process.

On September 24, 2024, the project was brought forward to Planning Board for Form-Based Code Review of site infrastructure and housing and a Site and Use Review of areas of the site that will be developed as the Western City Campus. [On October 17th, 2024](#), this was on the council call-up agenda.

PUBLIC FEEDBACK

The above referenced September 24, 2019, joint Planning Board and City Council meeting provides extensive information on the public feedback process that was part of the Alpine-Balsam Area Plan, which includes the Western City Campus.

In 2023 and again in 2024 staff asked for community feedback on the Western City Campus at the city-wide What’s Up Boulder events. In both years, the community was in favor of the consolidation of services for easier access and supportive of the sustainability attributes of the project. Concerns in both years centered around the availability of parking and potential for traffic congestion in the surrounding neighborhood.

BACKGROUND AND ANALYSIS

Certificates of Participation and Associated Actions:

BMPA was formed by the city to acquire and manager properties for the city in order to facilitate financing of projects and allow the use of Certificates of Participation as a financing mechanism to purchase or improve properties. The city last issued Certificates of Participation through BMPA in November of 2019 for the financing of Phase 1 of the City’s Fiber/Broadband initiative.

A portion of the financing for the city’s Western City Campus development is proposed to be accomplished by BMPA issuing Certificates of Participation in accordance with **Attachment A**. The Proposed Resolution authorizes the issuance by BMPA of its Certificates of Participation, Series 2025 in an amount not to exceed \$100,000,000. Proceeds of the 2025 Certificates will be used by the city for the purpose of providing funds for the renovation and expansion of, and associated site work

at the Pavilion Building as part of the construction of the Western City Campus initiative and paying costs issuing the Certificates. Resolution 162 (**Attachment B**) appropriates budget associated with the annual COP payment and is discussed more in the following section.

Proposed Resolution 161 accomplishes the following actions:

1. Approves the following financing parameters: the Certificates may be issued in an aggregate principal amount not to exceed \$100,000,000; the Certificates shall have a maximum interest rate not to exceed 5.25% per annum; and the Certificates shall mature no later than December 31, 2054.
2. Approves BMPA's receipt from the city of the "Leased Property" (consisting of the city's Pavilion Building, comprised of the buildings, the site improvements, fixtures and real property) and BMPA's lease of the Leased Property back to the city, subject to appropriation each year, pursuant to the Lease Purchase Agreement (**Attachment C**).
3. Approves the execution and delivery by BMPA's President, Vice President or Secretary-Treasurer of the Mortgage and Indenture (**Attachment D**), the Lease Purchase Agreement, the Certificates, and all other ancillary financing documents.
4. Authorizes a competitive sale of the Certificates, subject to the parameters set forth in the Proposed Resolution and delegates authority to the President (the mayor), Vice President (mayor pro-tem) or Secretary-Treasurer (Chief Financial Officer or delegee) of BMPA to execute and deliver a winning bidder certificate and sale certificate containing the final terms of the Certificates. Approves the distribution and use of the Preliminary Official Statement (**Attachment E**) and Notice of Sale (**Attachment F**) in connection with the public sale of the Certificates.

SUMMARY OF PRIMARY FINANCING DOCUMENTS SUBMITTED WITH RESOLUTION 161 FOR APPROVAL:

Lease Purchase Agreement (**Attachment C**) between BMPA and the city.

BMPA will lease the Leased Property to the city pursuant to the terms and conditions of the Lease Purchase Agreement. The city (subject to annual appropriation) makes base rental payments to BMPA from any legally available revenues of the city. The base rental payments will be held by U.S. Bank Trust Company, National Association (the "Trustee"), under the Mortgage and Indenture, and used to pay debt service on the Certificates. The city shall maintain the Leased Property and is permitted to make substitutions, additions, modifications and improvements to the Leased Property during the term of the lease.

Mortgage and Indenture of Trust (**Attachment D**) between BMPA and the Trustee. BMPA mortgages its ownership interest in the Leased Property to the Trustee and assigns its rights to receive base rental payments under the lease to the Trustee, for the benefit of the registered owners of the Certificates. If the city does not appropriate sufficient funds or otherwise causes a termination of the Lease before its final term, the Trustee would sell or re-let the Leased Property.

Preliminary Official Statement (**Attachment E**).

Disclosure document used in marketing the Certificates.

Notice of Sale (Attachment F).

Contains the terms of sale of the Certificates for the bidding underwriters. Sale of the Certificates is scheduled on or before April 29, 2025.

ADDITIONAL CERTIFICATE INFORMATION

Rating: The city will apply to Moody’s Investors Service, Inc. for a rating on the Certificates. The city expects to receive ratings by April 17, 2025, and anticipates receiving an excellent rating for this type of Certificate of Participation in Colorado. Credit ratings are made after analyzing the credit worthiness of the issuer and the quality of the security being issued. Such ratings are then used by potential buyers of the Certificates as one of the determinants in whether they will purchase the Certificates or not. The highest investment grade rating given by Moody’s is Aaa. The city received a rating on the 2019 Certificates of Aa1. Staff expects similar ratings for the Certificates.

Supplemental Budget Appropriation:

BMPA is a component unit of the City of Boulder as provided in the definition of "Reporting Entity" used by Governmental Accounting Standards Board. This requires that the financial statements of BMPA be included in the city's Comprehensive Annual Financial Report, and that BMPA must adopt a formal annual budget.

The debt service payments being appropriated by this resolution are made on the Certificates of Participation. The revenues used to make these payments will be base rental payments from the General Fund. The attached Proposed Resolution 162 (**Attachment B**) amends the 2025 Budget for the BMPA Fund. The 2025 adopted budget for the Boulder Municipal Property Authority Fund is \$4,629,992 and with this supplemental appropriation of \$6,200,000, the amended budget increases to \$10,829,992.

NEXT STEPS

- On or before April 29, 2025: 10:00 a.m. Public Sale of Certificates – Bids received from underwriters for the estimated \$100,000,000. Per Charter requirements, the Certificates will be awarded to the lowest bidder.
- May 15, 2025: Closing on the Certificates – All parties will have signed the required documents and the funds from the sale will be received.

ATTACHMENTS

- A - Resolution 161
- B - Resolution 162
- C - Lease Purchase Agreement
- D - Mortgage and Indenture
- E - Preliminary Official Statement
- F - Notice of Sale

RESOLUTION 161

A RESOLUTION AUTHORIZING THE ISSUANCE OF THE BOULDER MUNICIPAL PROPERTY AUTHORITY CERTIFICATES OF PARTICIPATION; AUTHORIZING THE METHOD OF SALE WITH RESPECT TO SAID CERTIFICATES; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE CONVEYANCE DOCUMENTS, A LEASE, AND AN INDENTURE; AUTHORIZING THE USE OF A NOTICE OF SALE AND PRELIMINARY AND FINAL OFFICIAL STATEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF MISCELLANEOUS DOCUMENTS IN CONNECTION THEREWITH; DELEGATING CERTAIN DETAILS TO CERTAIN AUTHORIZED OFFICERS OF THE CORPORATION AND OTHERS; AND PROVIDING THE EFFECTIVE DATE OF THIS RESOLUTION.

WHEREAS, the City of Boulder (the “City”), in the County of Boulder and the State of Colorado (the “State”), is a municipal corporation duly organized and existing as a home rule city under Article XX of the Constitution of the State (the “Constitution”) and the home rule charter of the City (the “Charter”); and

WHEREAS, The Boulder Municipal Property Authority (the “Corporation”), a nonprofit corporation that was formed in 1988 for the purpose of purchasing, leasing or otherwise acquiring real estate, property and improvements, as well as leasing, conveying, selling or transferring such real estate, property and improvements, all for the use and benefit of the residents of the City, is duly organized, validly existing and in good standing under the laws of the State of Colorado (the “State”); and

WHEREAS, the City desires to sell to the Corporation the City’s Pavilion Building and the land thereon owned by the City (together, the “Property”), and to lease the same back from the Corporation; and

WHEREAS, the Corporation desires to purchase the Property from the City by issuing its Certificates of Participation (the “Certificates”) and using a portion of the proceeds therefrom for such acquisition; and

WHEREAS, in order to effect the same, the Board of Directors of the Corporation (the “Board”) is desirous of (a) issuing the Certificates; (b) providing for the sale of the Certificates by means of a competitive sale through the i-Deal Parity electronic bidding system pursuant to the terms set forth in a Notice of Sale (the “Notice of Sale”); (c) receiving a conveyance of the Property through a special warranty deed from the City (the “Conveyance Document”); (d) entering into a Lease Purchase Agreement with respect to the Property (the “Lease”), between the Corporation, as lessor and the City, as lessee; and (e) causing the issuance, execution and delivery of the Certificates pursuant to a Mortgage and Indenture of Trust (the “Indenture”) by and between the Corporation and U.S. Bank Trust Company National Association, as trustee (the “Trustee”), which Certificates shall evidence assignments of proportionate interest in rights to receive certain payments under the Lease; and

WHEREAS, a portion of the proceeds of the Certificates may also be used to fund reserves and pay costs of issuance of the Certificates (including the cost of insurance for the Certificates, if any), and pay other costs and expenses and capital costs related to the renovation and expansion of, and associated site work at the City's Pavilion Building, including any legally permitted costs and expenditures in connection therewith as part of the development of the Western City Campus; and

WHEREAS, the obligation of the City to pay Base Rentals and Additional Rentals under the Lease shall be from year to year only and no provision of the Certificates or the Lease shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year or for any fiscal year for which the City has not renewed the this Lease; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Constitution or any other Charter, constitutional or statutory limitation or provision; or (c) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Constitution; and

WHEREAS, neither the Lease nor the Indenture, nor the execution and delivery of the Certificates, shall directly or indirectly obligate the City to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Boulder Municipal Property Authority that:

Section 1. The issuance of the Certificates in an aggregate principal amount of not to exceed \$100,000,000, bearing interest at per annum rate or rates not to exceed 5.25% per annum and maturing no later than December 31, 2054 is hereby in all respects authorized and approved, and the Board hereby delegates the approval of all details of the Certificates within the parameters set forth above to the President, the Vice President or the Secretary-Treasurer (the "Authorized Officers"). Any one of the Authorized Officers of the Corporation is hereby authorized, empowered and directed to execute and deliver the Certificates, and the Secretary-Treasurer of the Corporation is authorized to attest and affix the seal of the Corporation to the same, in one or more series in form and substance as such Authorized Officers shall deem to be necessary, desirable or appropriate, the execution and delivery thereof by one of the Authorized Officers to constitute conclusive approval thereof. The Certificates are being issued pursuant to the Corporation's organizational documents and the Supplemental Public Securities Act, Title 11, Article 57, Part 2 C.R.S. (the "Supplemental Act"). This Resolution constitutes an act of issuance under the Supplemental Act and the Corporation elects to apply the provisions of the Supplemental Act to this Resolution.

Section 2. The Certificates shall be sold by a competitive sale through the i-Deal Parity electronic bidding system to the responsible bidder bidding the lowest actuarial yield on the Certificates, as an Authorized Officer shall deem in the best interests of the Corporation. Any Authorized Officer of the Corporation is hereby authorized, empowered and directed to execute and deliver a winning bidder certificate and a sale certificate (the "Sale Certificate") in connection with the sale of the Certificates, in form and substance as such person executing the

same shall deem to be necessary, desirable or appropriate, the execution and delivery thereof by one of the Authorized Officers to constitute conclusive evidence of the approval thereof.

Section 3. The execution and delivery of the Conveyance Document, the Lease, and the Indenture are hereby in all respects authorized and approved and any one of the Authorized Officers of the Corporation is authorized, empowered and directed to execute and deliver the Conveyance Document, the Lease, and the Indenture prior to or simultaneously with the issuance of the Certificates, for and on behalf of the Corporation, in form and content as such Authorized Officer shall deem to be necessary, desirable or appropriate, execution thereof by an Authorized Officer to constitute conclusive evidence of the approval thereof.

Section 4. The Board hereby approves the distribution and use in connection with the offering of the Certificates, a Notice of Sale attached hereto as Exhibit A, the Preliminary Official Statement and final Official Statement in form and substance as the Mayor, the City Manager or the Interim Chief Financial Officer of the City shall approve; and an Authorized Officer is hereby authorized, directed and empowered to execute the Notice of Sale and the final Official Statement, the execution thereof to constitute conclusive evidence of the approval thereof.

Section 5. Any Authorized Officer is hereby authorized, directed and empowered to executive and deliver any and all additional agreements, certificates, documents, opinions or other papers and perform all other acts, including, without limitation, the filing of any financing statements or any other documents to create and maintain a lien or security interest in the properties and revenues pledged under the Indenture as may be required by the documents contemplated above or as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this resolution.

Section 6. The delegations contained herein to the Authorized Officers of the Corporation shall remain in effect to the date of the issuance of the Certificates and the execution and delivery of the Lease and the Indenture.

Section 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 8. This resolution shall take effect immediately upon its introduction and passage.

INTRODUCED, READ, PASSED AND ADOPTED this 20th day of March, 2025.

[SEAL]

By _____
President
The Boulder Municipal Property Authority

ATTEST:

By _____
Secretary-Treasurer
The Boulder Municipal Property Authority

EXHIBIT A**FORM OF NOTICE OF SALE**

\$[_____]*

**THE BOULDER MUNICIPAL PROPERTY AUTHORITY
CERTIFICATES OF PARTICIPATION, SERIES 2025**

**Evidencing Proportionate Interests in the Base Rentals and other Revenues under an
Annually Renewable Lease Purchase Agreement dated as of May 1, 2025,
between THE BOULDER MUNICIPAL PROPERTY AUTHORITY, as lessor, and
THE CITY OF BOULDER, COLORADO, as lessee**

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received for the purchase of the \$[_____]* aggregate principal amount of the above-captioned certificates of participation (the “Series 2025 Certificates”), more particularly described below. As more fully described in the Preliminary Official Statement, dated on or about [April 18, 2025] (the “Preliminary Official Statement”), the City of Boulder, Colorado (the “City”), is causing the Series 2025 Certificates to be offered and issued by The Boulder Municipal Property Authority (the “Corporation”) pursuant to the Bond Ordinance of the City adopted on March 20, 2025 (the “Ordinance”) and a resolution of the Corporation adopted on March 20, 2025 (the “Resolution”).

Bids for the purchase of the Series 2025 Certificates must be submitted by means of the i-Deal Parity electronic bidding system (“PARITY”). No other method of submitting bids will be accepted. The use of PARITY shall be at the bidder’s risk and expense, and none of the Corporation, the City, its Municipal Advisor or Bond Counsel shall have any liability with respect thereto. Electronic bids via PARITY must be submitted in accordance with PARITY’s Rules of Participation, as well as the provisions of this Notice of Sale. To the extent that provisions of this Notice of Sale conflict with PARITY’s Rules of Participation or any instruction or directions set forth by PARITY, the provisions of this Notice of Sale shall control. The date and time for submitting bids will be as follows:

Bid Date: [April 29, 2025]

Bid Time: Between 11:00 a.m. and 11:30 a.m. Eastern Time (Between 9:00 a.m. and 9:30 a.m. Mountain Time)

Submit Bid to: PARITY electronic bidding system as set forth in “TERMS OF SALE—Submission of Bids”

Delivery Date: [May 15, 2025]

Information relating to the City and the Series 2025 Certificates may be obtained from the City’s Municipal Advisor, Hilltop Securities, Attention: Jason Simmons, 8055 E. Tufts Avenue, Suite 350, Denver, Colorado 80237, (telephone: (303) 771-0217; e-mail: Jason.Simmons@hilltopsecurities.com).

*Preliminary; subject to adjustment as set forth herein.

Neither the City, the Corporation, the Paying Agent, the Municipal Advisor, nor Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the PARITY time stamp will govern the receipt of all electronic bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their bid will be submitted prior to the termination of the bond sale. All bids will be deemed to incorporate the provisions of this Notice of Sale.

This Notice of Sale and the information set forth herein are not to be treated as a complete disclosure of all relevant information with respect to the Series 2025 Certificates. The information set forth herein is subject, in all respects, to a more complete description of the Series 2025 Certificates and the security therefor set forth in the Preliminary Official Statement.

SERIES 2025 CERTIFICATE DETAILS

Terms. The Series 2025 Certificates will be issued in the aggregate principal amount set forth in the caption of this Notice of Sale, and will be dated the date of delivery. The proceeds of the Series 2025 Certificates are being used to (a) finance the renovation and expansion of, and associated site work at the City's Pavilion Building, including any legally permitted costs and expenditures in connection therewith as part of the development of the Western City Campus (collectively, the "Project"); and (b) pay costs of issuance of the Series 2025 Certificates. Interest on the Series 2025 Certificates will be payable on each May 1 and November 1, commencing on [November 1, 2025]. The Series 2025 Certificates will mature on November 1 in each of the designated amounts and years as follows:

[Remainder of page intentionally left blank]

Maturity Schedule*

Maturity Date (November 1)	Principal Amount	Maturity Date (November 1)	Principal Amount
2025		2041	
2026		2042	
2027		2043	
2028		2044	
2029		2045	
2030		2046	
2031		2047	
2032		2048	
2033		2049	
2034		2050	
2035		2051	
2036		2052	
2037		2053	
2038		2054	
2039			

* Preliminary; subject to adjustment as set forth in “TERMS OF SALE—Adjustment of Principal Amount and of Maturities After Determination of Best Bid” herein.

The Series 2025 Certificates will be issued in registered form, in denominations of \$5,000 or integral multiples thereof. The Series 2025 Certificates will be issued in book-entry form utilizing the services of The Depository Trust Company, New York, New York (“DTC”) as securities depository. U.S. Bank Trust Company National Association (the “Trustee”) as trustee under a Mortgage and Indenture dated as of November 1, 2025 (the “Indenture”), between the Corporation and the Trustee, shall serve as Registrar, Paying Agent and Transfer Agent for the Series 2025 Certificates. CUSIP numbers will be affixed to the Series 2025 Certificates, but errors in such CUSIP numbers or the failure to affix the CUSIP numbers to the Series 2025 Certificates shall not constitute cause for the purchaser to refuse delivery of the Series 2025 Certificates.

Adjustment of Aggregate Principal Amount and of Maturities After Determination of Best Bid. The aggregate principal amount and the principal amount of each maturity of the Series 2025 Certificates described above are subject to adjustment by the City, after the determination of the best bid. Changes to be made will be communicated to the successful bidder by the time of award of the Series 2025 Certificates to the successful bidder, and will not reduce or increase the aggregate principal amount of the Series 2025 Certificates by more than [15%] in total principal amount. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

By submitting its bid, each bidder agrees to purchase the Series 2025 Certificates in such adjusted principal amounts and to modify the purchase price for the Series 2025 Certificates to reflect such adjusted principal amounts. The bidder further agrees that the interest rates for the

various maturities as designated by the bidder in its bid will apply to any adjusted principal amounts designated by the City for such maturities.

Amendment of Notice. The date and time of the sale may be changed at the discretion of the City, and the City also reserves the right to make other changes to the provisions of this Notice of Sale prior to the date and time of the sale; any such changes may be posted through PARITY. Prospective bidders are advised to check for such PARITY postings prior to the stated sale time.

Interest Rates and Limitations. Interest from the date of delivery of the Series 2025 Certificates will be payable on [November 1, 2025], and semiannually thereafter on May 1 and November 1 in each year, as calculated based on a 360-day year of twelve 30-day months.

Only one interest rate shall be specified for any one maturity of the Series 2025 Certificates.

Each interest rate specified must be stated in a multiple of 1/8 or 1/20 of 1 percent per annum.

The maximum differential between the lowest and highest interest rates permitted for the issue is one percent (1.0%) (*i.e.*, the maximum rate of interest accruing on any Series 2025 Certificate prior to its maturity may not exceed the lowest rate of interest accruing on any other Series 2025 Certificate prior to its maturity by more than one percent (1.0%)).

A zero rate is not permitted. No supplemental or “B” interest shall be allowed.

Purchase Price. The purchase price bid shall not be less than 100% of the par amount of the Series 2025 Certificates, nor will any net discount or commission be allowed or paid on the sale of the Series 2025 Certificates.

Security. The Series 2025 Certificates evidence assignments of proportionate undivided interests in certain payments pursuant to the Lease and are secured by the Indenture, pursuant to which the Corporation will assign to the Trustee, for the benefit of the registered owners of the Series 2025 Certificates, its interest in the Lease, as well as a mortgage and security interest in the Leased Property. The Series 2025 Certificates are payable solely from amounts which may be appropriated annually by the City, from certain net proceeds of insurance policies or condemnation awards, from interest earnings on moneys in certain funds and accounts or from net proceeds from the leasing of or a liquidation of the Trustee’s interest in the Leased Property.

Neither the Series 2025 Certificates nor the Lease constitutes a mandatory payment obligation in any fiscal year of the City beyond a fiscal year for which the City has appropriated amounts to make payments under the Lease. The City may terminate its obligations under the Lease on an annual basis. The exercise by the City of its option to terminate its obligations under the Lease (an “Event of Nonappropriation and Non-Renewal”) is determined by the failure of the City Council to specifically appropriate moneys sufficient to pay all Base Rentals and reasonably estimated Additional Rentals for the next renewal term of the Lease.

Redemption of Series 2025 Certificates in Whole Upon an Event of Nonappropriation and Nonrenewal or Event of Default. The Series 2025 Certificates are to be called for redemption in whole, on any date, in the event of the occurrence of an Event of Nonappropriation and Nonrenewal or the occurrence and continuation of an Event of Default under the Lease. The redemption price will be the lesser of (a) the principal amount of the Series 2025 Certificates, plus accrued interest to the redemption date (without any premium); or (b) the sum of (i) the amount, if any, received by the Trustee or the Corporation from the exercise of remedies under the Lease with respect to the Event of Nonappropriation and Nonrenewal or the occurrence and continuation of the Event of Default that gave rise to such redemption; and (ii) the other amounts available in the Trust Estate for payment of the redemption price of the Series 2025 Certificates, which amounts will be allocated among the Series 2025 Certificates in proportion to the principal amount of each Series 2025 Certificate. Notwithstanding any other provision of the Indenture, the payment of the redemption price of any Series 2025 Certificate pursuant to this redemption provision will be deemed to be the payment in full of such Series 2025 Certificate and no Owner of any Series 2025 Certificate redeemed pursuant to this redemption provision will have any right to any payment from the Corporation, the Trustee or the City in excess of such redemption price.

In addition to any other notice required to be given under the Indenture, the Trustee is to, immediately after the Trustee has been notified of or has knowledge of the occurrence of an Event of Nonappropriation and Nonrenewal or an Event of Default under the Lease, notify the Owners (i) that such event has occurred and (ii) whether or not the funds then available to it for such purpose are sufficient to pay the redemption price set forth in clause (i). If the funds then available to the Trustee are sufficient to pay the redemption price set forth in clause (i), such redemption price shall be paid as soon as possible. If the funds then available to the Trustee are not sufficient to pay the redemption price set forth in clause (i) the Corporation and the Trustee shall (A) immediately pay the portion of the redemption price that can be paid from the funds available, net of any funds which, in the judgment of the Trustee, should be set aside to pursue remedies under the Lease and (B) subject to the provisions of Article VII of the Indenture, immediately begin to exercise and shall diligently pursue all remedies available to them under the Lease in connection of such Event of Nonappropriation and Nonrenewal or Event of Default. The remainder of the redemption price, if any, shall be paid to the Owners if and when funds become available to the Trustee from the exercise of such remedies.

Optional Redemption of Series 2025 Certificates in Whole Upon Payment of Purchase Option Price. The Series 2025 Certificates maturing on or after November 1, [_____] shall be called for redemption, in whole, at a redemption price equal to the principal amount of the Series 2025 Certificates, plus accrued interest, on any date on and after November 1, 2025, in the event of, and to the extent that moneys are actually received by the Trustee from, the exercise by the City of its option to purchase in full the Leased Property as provided in the Lease, upon payment of the then applicable Purchase Option Price.

Optional Redemption. The Series 2025 Certificates maturing prior to November 1, [_____] shall not be subject to optional redemption prior to their respective maturity dates. The Certificates maturing on and after November 1, [_____] shall be subject to redemption prior to their respective maturity dates at the option and direction of the City, in whole or in part, in integral multiples of \$5,000, and if in part in such order of maturities as the City shall determine

and by lot within a maturity, on November 1, [____], and on any date thereafter, at a redemption price equal to the principal amount of the Certificates so redeemed plus accrued interest to the redemption date and without a premium.

Term Bonds; Mandatory Sinking Fund Redemption. A bidder may request that any Series 2025 Certificates be aggregated to form one or more term bonds. Any such term bond will be subject to mandatory sinking fund redemption in the same amounts and on the same dates as the Series 2025 Certificates would have matured if they were not included in a term bond. Series 2025 Certificates redeemed pursuant to mandatory sinking fund redemption will be redeemed at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, in the manner as otherwise provided in the Ordinance. Any election to designate Series 2025 Certificates as being included in a term bond must be made at the time the prospective bidder submits a bid for the Series 2025 Certificates via PARITY. See “TERMS OF SALE—Submission of Bids.”

Rating. Moody’s Investors Service, Inc. has assigned the Series 2025 Certificates a municipal bond rating of “[____].” See “RATING” in the Preliminary Official Statement.

Authorization. The Series 2025 Certificates are authorized to be issued by the Constitution of the State of Colorado, the Charter of the City, the laws of the State of Colorado, the Ordinance and the Supplemental Public Securities Act.

TERMS OF SALE

Submission of Bids. A prospective bidder must electronically submit a bid for the Series 2025 Certificates via PARITY. Bids may be submitted electronically via PARITY in accordance with this Notice of Sale, until 9:30 a.m. Mountain Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact the City’s Municipal Advisor, Hilltop Securities, Attention: Jason Simmons, 8055 E. Tufts Avenue, Suite 350, Denver, Colorado 80237 (telephone: (303) 771-0217; e-mail: Jason.Simmons@hilltopsecurities.com, or PARITY at 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone (212) 404 8153; Fax (212) 849 5021.

Bidding Parameters. Bidders are required to submit unconditional bids specifying the rate of interest and premium, if any, at which the bidder will purchase all and not less than all of the Series 2025 Certificates.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding. During the bidding, no bidder will see any other bidder’s bid, nor the status of their bid relative to other bids (i.e, whether their bid is the leading bid).

Bids Constitute an Irrevocable Offer. Each bid submitted through PARITY shall be deemed an irrevocable offer to purchase the Series 2025 Certificates on the terms provided in this Notice of Sale and shall be binding upon the bidder.

Basis of Award. The Series 2025 Certificates will be sold to the bidder offering to purchase the Series 2025 Certificates at the lowest true interest cost (“TIC”). The actuarial yield on the Series 2025 Certificates using the TIC method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the Series 2025 Certificates as of the delivery date of the Series 2025 Certificates [(i.e., May 15, 2025)], produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year composed of twelve 30-day months and a semi-annual interval for compounding.

The winning bid will be indicated on PARITY and the auction results, as posted on such website, will be subject to verification by the City and the Municipal Advisor. The City and the Municipal Advisor will verify the auction results immediately following the close of the bidding period and notice of confirmation by the City and the Municipal Advisor of the winning bidder will be made by a posting on PARITY under the “Results” link.

If two or more bids have the same TIC, the first bid submitted, as determined by reference to the time stamp displayed on PARITY, shall be deemed to be the leading bid.

Sale Reservations. The City reserves the right (a) to reject any and all bids for any Series 2025 Certificates, (b) to reoffer any Series 2025 Certificates for public or negotiated sale and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit. A good faith deposit will not be required in connection with the submission of a bid for the Series 2025 Certificates. The winning bidder will be required to wire \$[] of the par amount of the Series 2025 Certificates to the City as bid security by 3:00 p.m. Mountain Time on [April 29, 2025]. The City will provide wire instructions to the winning bidder. The bid security will be retained by the City and: (a) will be applied, without allowance for interest, against the purchase price when the Series 2025 Certificates are delivered to and paid for by such winning bidder; (b) will be retained by the City as liquidated damages if the bidder defaults with respect to the bid; or (c) will be returned to the bidder if the Series 2025 Certificates are not issued by the City for any reason which does not constitute a default by the bidder.

Manner and Time of Delivery. The Series 2025 Certificates will be delivered to DTC for the account of the winning bidder at the expense of the City on [May 15, 2025] or such later date as the City and the winning bidder may agree. The winning bidder will not be required to accept delivery of the Series 2025 Certificates if they are not tendered for delivery by the City on [May 15, 2025], or such later date as the City and the winning bidder may agree; provided that delivery of any Series 2025 Certificates is conditioned upon the receipt by the City of a certificate as to their issue price. See “—Establishment of Issue Price” below. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the City.

Establishment of Issue Price

(a) The winning bidder shall assist the City in establishing the issue price of the Series 2025 Certificates and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected Initial Offering Price (as defined herein)

to the Public (as defined herein) or the sales price or prices of the Series 2025 Certificates, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as *APPENDIX A*, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Series 2025 Certificates may be taken on behalf of the City by the Municipal Advisor. At the written request of the City, Bond Counsel or the Municipal Advisor (including via e-mail), any notice or report to be provided to the City under this Notice of Sale shall be provided to, as applicable pursuant to such written request, the City, Bond Counsel, or the Municipal Advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Series 2025 Certificates) will apply to the initial sale of the Series 2025 Certificates (the “Competitive Sale Requirements”) because:

- (1) the City shall disseminate this Notice of Sale to potential Underwriters (as defined herein) in a manner that is reasonably designed to reach potential Underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City anticipates receiving bids from at least three bidders with established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Series 2025 Certificates to the bidder who submits a firm offer to purchase the Series 2025 Certificates at the lowest interest cost, as set forth in this Notice of Sale.

The City shall take all reasonable steps that are appropriate so that the initial sale of the Series 2025 Certificates to the Public will satisfy the Competitive Sale Requirements. Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2025 Certificates, as specified in the bid.

(c) In the event that the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Series 2025 Certificates (the “10% Test”) is sold to the Public as the issue price of that maturity and/or (ii) the Initial Offering Price to the Public as of the Sale Date (as defined herein) of any maturity of the Series 2025 Certificates as the issue price of that maturity (the “Hold-the-Offering-Price Rule”), in each case applied on a maturity-by-maturity basis. The City intends to apply the Hold-the-Offering-Price Rule if the Competitive Sale Requirements are not satisfied but may, in its discretion, apply the 10% Test if necessary. The winning bidder shall advise the City if any maturity of the Series 2025 Certificates satisfies the 10% Test as of the date and time of the award of the Series 2025 Certificates. The City (or the Municipal Advisor) shall promptly advise the prospective winning bidder, at or before the time of award of the Series 2025 Certificates, which maturities of the Series 2025 Certificates shall be subject to the 10% Test or shall be subject to the Hold-the-Offering-Price Rule. **Bids will not be**

subject to cancellation in the event that the Competitive Sale Requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Series 2025 Certificates will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Series 2025 Certificates.

(d) By submitting a bid, the winning bidder shall (i) confirm that the Underwriter(s) have offered or will offer the Series 2025 Certificates to the Public on or before the date of award at the offering price or prices (the “Initial Offering Price”), or at the corresponding yield or yields, set forth in the bid submitted by the bidder and (ii) agree, on behalf of the Underwriter(s) participating in the purchase of the Series 2025 Certificates, that the Underwriter(s) will neither offer nor sell unsold Series 2025 Certificates of any maturity to which the Hold-the-Offering-Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the Sale Date; or
- (2) the date on which the Underwriter(s) have sold at least 10% of that maturity of the Series 2025 Certificates to the Public at a price that is no higher than the Initial Offering Price to the Public.

The winning bidder shall promptly advise the City or the Municipal Advisor when the Underwriter(s) have sold 10% of that maturity of the Series 2025 Certificates to the Public at a price that is no higher than the Initial Offering Price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

(e) If the Competitive Sale Requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Series 2025 Certificates, the winning bidder agrees to promptly report to the City the prices at which the unsold Series 2025 Certificates of that maturity have been sold to the Public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% Test has been satisfied as to the Series 2025 Certificates of that maturity or until all Series 2025 Certificates of that maturity have been sold.

(f) The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each Underwriter to comply with the Hold-the-Offering-Price Rule, as set forth in any agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2025 Certificates to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2025 Certificates to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Offering-Price Rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is

a party to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-the-Offering-Price Rule as applicable to the Series 2025 Certificates.

(g) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2025 Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Series 2025 Certificates of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Series 2025 Certificates of that maturity or all Series 2025 Certificates of that maturity have been sold to the Public and (B) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires; and (ii) any agreement among underwriters relating to the initial sale of the Series 2025 Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2025 Certificates to the Public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the Public the unsold Series 2025 Certificates of each maturity allotted to it until it is notified by the winning bidder or such Underwriter that either the 10% Test has been satisfied as to the Series 2025 Certificates of that maturity or all Series 2025 Certificates of that maturity have been sold to the Public and (B) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such Underwriter and as set forth in the related pricing wires.

(h) Sales of any Series 2025 Certificates to any person that is a Related Party (as defined herein) to an Underwriter shall not constitute sales to the Public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “Public” means any person other than an Underwriter or a Related Party,
- (ii) “Underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Certificates to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025 Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025 Certificates to the Public),
- (iii) a purchaser of any of the Series 2025 Certificates is a “Related Party” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both

entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (iv) “Sale Date” means the date that the Series 2025 Certificates are awarded by the City to the winning bidder.

Failure to provide the reoffering prices and yields, and to certify the same in a form satisfactory to Bond Counsel, may result in cancellation of the sale and/or forfeiture of the winning bidder’s good faith deposit.

Official Statement. The Preliminary Official Statement, dated on or about [April 18, 2025], and the information contained therein has been deemed final by the City as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (“Rule 15c2-12”) with permitted omissions, but is subject to change without notice and to completion or amendment in the Final Official Statement in final form (the “Final Official Statement” or the “Official Statement”). The Notice of Sale and the Preliminary Official Statement may be viewed and downloaded at www.meritos.com and at www.i-dealprospectus.com or a physical copy may be obtained by contacting the City’s Municipal Advisor. See “—Information” below.

The City, at its expense, will make available to the winning bidder, within seven (7) business days after the award of the sale of the Series 2025 Certificates, up to 10 physical copies of the Final Official Statement, and additional copies of the Final Official Statement may be provided at the winning bidder’s expense. The winning bidder must cooperate in providing the information required to complete the Final Official Statement. The City will also provide the Final Official Statement to the winning bidder in electronic form.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

Continuing Disclosure Undertaking. Pursuant to Rule 15c2-12, the City has covenanted to provide, in a timely manner, to the municipal securities information repository at <http://emma.msrb.org> notice of the occurrence of specified events and to provide certain financial information on an annual basis as more fully set forth in the Preliminary Official Statement. Reference is made to the Preliminary Official Statement for a more complete description of the City’s continuing disclosure obligations.

State Securities Laws. The City has taken no action to qualify the offer or sale of the Series 2025 Certificates under the securities laws of any state. Should any such qualification be necessary, the City agrees to cooperate with the winning bidder in such matters, provided that the City reserves the right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder.

CUSIP Numbers. CUSIP numbers ordered by the Municipal Advisor will be issued and printed on the Series 2025 Certificates. Any error or omission in printing such numbers on the

Series 2025 Certificates will not constitute cause for the winning bidder to refuse delivery of any Series 2025 Certificate. All expenses in relation to obtaining the CUSIP numbers and printing of the CUSIP numbers on the Series 2025 Certificates shall be paid for by the winning bidder.

Legal Opinion, Series 2025 Certificates and Transcript. The validity and enforceability of the Series 2025 Certificates will be approved by the City's Bond Counsel:

Kutak Rock LLP
2001 16th Street
Suite 1800
Denver, Colorado 80202
(303) 297-2400
FAX: (303) 292-7799
www.kutakrock.com

The purchaser of the Series 2025 Certificates will receive a certified transcript of legal proceedings which will include, among other items:

(a) a certificate of the City to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;

(b) a certificate executed by officials of the City to the effect that there is no litigation pending or, to their knowledge, threatened affecting the validity of the Series 2025 Certificates as of the date of their delivery;

(c) a certificate of the City to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the Series 2025 Certificates, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(d) the letter dated the date of the delivery of the Series 2025 Certificates, of Butler Snow LLP, Special Counsel to the City, addressed to the City but not to the purchaser of the Series 2025 Certificates, to the effect that although they have made no independent investigation or verification of the correctness and completeness of the information included in the Official Statement, nothing that came to their attention in rendering legal services in connection with the preparation of the Official Statement causes them to believe that the Official Statement (excepting financial, demographic, economic and statistical information, any forecasts, estimates and assumptions, and any expressions of opinion, as to which they will express no belief), as of its date, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) the opinion of Kutak Rock LLP, Bond Counsel, in substantially the form set forth as Appendix E to the Preliminary Official Statement.

Right To Modify or Amend Notice of Sale. The City reserves the right to modify or amend this Notice of Sale and the Bid Form, prior to the bid date. If any modifications occur, supplemental information with respect to the Series 2025 Certificates will be communicated by posting on the PARITY website not later than 3:00 p.m. Mountain Time on the day preceding the day on which proposals may be submitted, and bidders shall bid upon the Series 2025 Certificates based upon the terms thereof set forth in this Notice of Sale, as so modified by such supplemental information.

Postponement of Sale. The City reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on PARITY prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the Series 2025 Certificates is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the Series 2025 Certificates in conformity in all respects with the provision of this Notice of Sale, except for the date and time of sale and except for any changes announced by posting on PARITY at the time the sale date and time are announced.

By order of the City Council of the City of Boulder, Colorado and the Board of Directors of The Boulder Municipal Property Authority, this Notice of Sale is dated the [18th day of April, 2025].

By /s/ Aaron Brockett
Mayor, City of Boulder, Colorado

By /s/ Joel Wagner
Interim Chief Financial Officer
City of Boulder, Colorado

By /s/ Aaron Brockett
President
The Boulder Municipal Property Authority

By /s/ Joel Wagner
Secretary-Treasurer
The Boulder Municipal Property Authority

APPENDIX A

FORM OF ISSUE PRICE CERTIFICATE

\$[_____]*

THE BOULDER MUNICIPAL PROPERTY AUTHORITY CERTIFICATES OF PARTICIPATION, SERIES 2025

**Evidencing Proportionate Interests in the Base Rentals and other Revenues under an
Annually Renewable Lease Purchase Agreement dated as of May 1, 2025,
between THE BOULDER MUNICIPAL PROPERTY AUTHORITY, as lessor, and
THE CITY OF BOULDER, COLORADO, as lessee**

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Series 2025 Certificates”). [Sections 1 and 2 and schedules to be adjusted in execution version as necessary if all of the requirements of a “competitive sale” are not satisfied.]

1. Reasonably Expected Initial Offering Price.

(a) As of [THE SALE DATE], the reasonably expected initial offering prices of the Series 2025 Certificates to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Series 2025 Certificates used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Series 2025 Certificates. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Series 2025 Certificates.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Series 2025 Certificates.

2. Defined Terms.

(a) “*Maturity*” means Series 2025 Certificates with the same credit and payment terms. Series 2025 Certificates with different maturity dates, or Series 2025 Certificates with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) “*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate

*Preliminary; subject to adjustment as set forth herein.

generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) “Underwriter” means (i) any person that agrees pursuant to a written contract with the City of Boulder, Colorado (the “City”) or the Boulder Municipal Property Authority (the “Corporation”) (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2025 Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025 Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City and the Corporation with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Series 2025 Certificates, and by Kutak Rock LLP in connection with rendering its opinion that the interest on the Series 2025 Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City or the Corporation from time to time relating to the Series 2025 Certificates.

IN WITNESS WHEREOF, the undersigned, on behalf of [SHORT NAME OF UNDERWRITER], has set his or her hand as of the date first written above.

[UNDERWRITER]

By: _____
Name: _____
Title: _____

SCHEDULE A
EXPECTED OFFERING PRICES
[ATTACH]

SCHEDULE B
UNDERWRITER'S BID
[ATTACH]

RESOLUTION 162

A RESOLUTION APPROVING THE CITY OF BOULDER,
BOULDER MUNICIPAL PROPERTY AUTHORITY
SUPPLEMENTAL APPROPRIATIONS FOR THE FISCAL
YEAR ENDING DECEMBER 31, 2025; AND SETTING FORTH
RELATED DETAILS

**THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO, ACTING AS
THE BOARD OF DIRECTORS OF THE BOULDER MUNICIPAL PROPERTY
AUTHORITY, HEREBY FINDS AND RECITES THAT:**

A. WHEREAS, the Boulder Municipal Property Authority (“BMPA”) is a nonprofit corporation duly organized and existing under the laws of the State of Colorado; and

B. WHEREAS, BMPA is a component unit of the City of Boulder, for accounting purposes only, and as such, is required to formally adopt an annual budget; and

C. WHEREAS, certain 2025 debt service obligations of BMPA were not provided for in the 2025 Annual Appropriation Resolution;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, ACTING AS
THE BOARD OF DIRECTORS OF THE BOULDER MUNICIPAL PROPERTY
AUTHORITY, THAT:**

Section 1. Estimated additional debt service expenditures for fiscal year 2025 are \$6,200,000.

Section 2. Estimated revenues, in the form of base rental payments from the General Fund and Open Space Fund for fiscal year 2025 to fund the above expenditures, are \$6,200,000.

Section 3. The proposed budget as submitted and hereinabove summarized shall be adopted as the budget of BMPA for the 2025 fiscal year and appropriated into the BMPA fund.

ADOPTED this 20th day of March, 2025.

President

Attest:

Secretary

LEASE PURCHASE AGREEMENT

by and between

THE BOULDER MUNICIPAL PROPERTY AUTHORITY
as Lessor

and

CITY OF BOULDER, COLORADO,
as Lessee

Dated as of May 1, 2025

The interest of The Boulder Municipal Property Authority (the “Corporation”) in this Lease Purchase Agreement has been assigned to U.S. Bank Trust Company, National Association, Denver, Colorado, as trustee (the “Trustee”) under the Mortgage and Indenture of Trust dated as of the date hereof between the Corporation and the Trustee and is subject to the security interest of the Trustee.

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LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (this “Lease”) is dated as of May 1, 2025 and is entered into by and between **THE BOULDER MUNICIPAL PROPERTY AUTHORITY** (the “Corporation”), a nonprofit corporation duly organized and validly existing under the laws of the State of Colorado, as lessor, and the **CITY OF BOULDER, COLORADO** (the “City”), a municipal corporation duly organized and existing as a home rule city under Article XX of the constitution of the State of Colorado (the “State”) and the Charter of the City (the “Charter”), as lessee.

W I T N E S S E T H :

WHEREAS, the City (a) is a municipal corporation duly organized and existing as a home rule city under Article XX of the constitution of the State and the Charter of the City, (b) contemporaneously herewith, has (i) sold to the Corporation the Leased Property, (ii) caused a portion of the purchase price thereof to be deposited into the Project Fund, for application at the direction of the City to the payment of Project Costs or otherwise as provided herein and in the Indenture, and (iii) leased the Leased Property from the Corporation in accordance with this Lease; and (c) is authorized under the constitution and laws of the State, including the Charter of the City, to execute, deliver and perform its obligations under this Lease; and

WHEREAS, the Corporation (a) is a nonprofit corporation that is duly organized, validly existing and in good standing under the laws of the State; (b) is duly qualified to do business in the State; and (c) is authorized, under its articles of incorporation and bylaws, action of its board of directors and applicable law, to acquire the Leased Property, to lease the Leased Property to the City, and to execute, deliver and perform its obligations under this Lease; and

WHEREAS, the City has determined to finance the Project, consisting of the renovation and expansion of, and associated site work at the City’s Pavilion Building [located at _____], including any legally permitted costs and expenditures in connection therewith; and

WHEREAS, in order to finance the Corporation’s acquisition of the Leased Property (the proceeds of which will be applied by the City to the payment of Project Costs), the Certificates will be issued pursuant to the Indenture between the Corporation and the Trustee, and the Corporation will assign to the Trustee all of the Corporation’s right, title and interest in, to and under this Lease and will mortgage and grant a security interest in the Leased Property to the Trustee; and

WHEREAS, this Lease is a “triple-net” lease, requiring the City to pay, among other things, all expenses, taxes, if any, fees, insurance and costs associated with the Leased Property; and

WHEREAS, the Base Rentals and Additional Rentals payable by the City hereunder shall constitute currently appropriated expenditures of the City, shall not constitute a mandatory charge or requirement against the City in any ensuing budget year, and shall not constitute a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory or Charter limitation or requirement, nor a

mandatory payment obligation of the City in any Fiscal Year (defined herein) beyond the Fiscal Year for which such payments have been appropriated; and

WHEREAS, the Certificates of the Corporation shall evidence undivided interests in the right to receive Lease Revenues, shall be payable solely from the Trust Estate and no provision of the Certificates, the Indenture or this Lease shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year or for any Fiscal Year for which the City has not renewed the this Lease; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the constitution of the State or any other Charter, constitutional or statutory limitation or provision; or (c) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the constitution of the State;

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used herein and defined in the Indenture shall have the same meanings in this Lease. In addition, the following capitalized terms shall have the following meanings in this Lease including the preambles hereto:

“Additional Rentals” means the costs and expenses incurred by the City in performing its obligations under this Lease with respect to the Leased Property, this Lease, the Indenture, the Certificates and any matter related thereto; the costs and expenses incurred by the City in paying the reasonable expenses of the Corporation and the reasonable fees and expenses of the Trustee pursuant to Section 10.06 hereof; all amounts paid by the City to the Trustee to fund the Rebate Fund pursuant to Section 10.07 hereof; and all other costs and expenses incurred by the City in connection with the foregoing; provided, however, that Additional Rentals do not include the Base Rentals or the Purchase Option Price.

“Base Rentals” means the payments by the City pursuant to Section 6.01 hereof, for and in consideration of the right to use the Leased Property during the Lease Term.

“Base Rentals Payment Date” means each April 25 and October 25, commencing [October 25, 2025], as more particularly set forth in Exhibit B hereto, as from time to time amended or supplemented.

“Business Day” means any day other than a Saturday, a Sunday or a day on which banks in New York, New York or Denver, Colorado are authorized by law to remain closed.

“Certificates” means The Boulder Municipal Property Authority Certificates of Participation, Series 2025, evidencing undivided interests in the right to receive certain revenues payable by the City under this Lease.

“*Charter*” means the home rule charter of the City, and any amendments or supplements thereto.

“*City*” means the City of Boulder, Colorado, or any successor thereto.

“*City Council*” means the City Council of the City or any successor to its functions.

“*City Representative*” means the Chief Financial Officer of the City, and any other person designated in writing by the Chief Financial Officer of the City to act on behalf of the City for the purposes of performing any act under this Lease and the Indenture by a written certificate furnished to the Corporation and the Trustee containing the specimen signature of such person and signed by the Chief Financial Officer of the City. The identity of the City Representative may be changed by the City from time to time by furnishing a new certificate to the Corporation and the Trustee.

“*Completion Date*” is defined in Section 13.01 hereof.

“*Contaminant*” means any hazardous substance, pollutant or contaminant, as such terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601, et seq., Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq., and any applicable State law or regulations promulgated under either.

“*Corporation*” means The Boulder Municipal Property Authority, or any successor thereto.

“*Corporation Representative*” means the President, the Vice President, or the Secretary-Treasurer of the Corporation, and any other person designated in writing by any one of the foregoing to act on behalf of the Corporation under this Lease by a written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed by the President, the Vice President, or the Secretary-Treasurer of the Corporation. The identity of the Corporation Representative may be changed by the Corporation from time to time by furnishing a new certificate to the City and the Trustee.

“*Environmental Regulation*” means any federal, state or local law, statute, code, ordinance, regulation or rule relating to dangerous, toxic or hazardous pollutants, contaminants, chemical waste, materials or substances.

“*Event of Default*” means an event described in Section 12.01 hereof.

“*Event of Nonappropriation and Nonrenewal*” means an event described in Section 6.04(a) hereof.

“*Final Renewal Term*” means the last term for which the City may renew this Lease, which is the term beginning January 1, 20[] and ending on November 1, 20[]. All references herein to the renewal by the City of this Lease for the succeeding Fiscal Year shall, with respect to the Final Renewal Term, be deemed to refer to renewal of this Lease for such eleven month period.

“*Fiscal Year*” means the City’s fiscal year, which begins on January 1 of each year and ends on December 31 of each year.

“*Force Majeure*” means any event that is not within the control of the City, including without limitation, acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents affecting machinery, transmission pipes or canals.

“*Governmental Corporation*” means any federal, state, local or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“*Hazardous Substances*” means dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances as defined in Environmental Regulations, and also any urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner or mortgagee or any Owners to any damages, penalties or liabilities under any applicable Environmental Regulation.

“*Indenture*” means the Mortgage and Indenture of Trust dated as of the date hereof between the Corporation and the Trustee and any amendment or supplement thereto.

“*Independent Counsel*” means an attorney duly admitted to the practice of law before the highest court in the State and who is not an employee of the Corporation, the City, or the Trustee.

“*Lease*” means this Lease Purchase Agreement and any amendment or supplement hereto.

“*Lease Term*” means the term when this Lease shall be in effect, including the initial term and any succeeding lease terms, all as provided in Section 4.01 hereof.

“*Leased Property*” means the City’s Pavilion Building, comprised of the buildings, the site improvements, the fixtures and the real property described in Exhibit A hereto, less any property condemned or replaced as provided in Section 8.06 hereof, plus any real property substituted pursuant to Section 8.03 hereof.

“*Net Proceeds*” means (a) the gross proceeds received from any event referred to in Section 8.06(a) hereof, minus (b) all expenses incurred in the collection of such gross proceeds or award.

“*Permitted Encumbrances*” means, as of any particular time, (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Section 8.02(b) hereof; (b) this Lease and the Indenture; (c) easements, licenses, rights-of-way, rights and privileges, restrictions and exceptions set forth in the title insurance commitment provided by [Fidelity National Title], including easements granted pursuant to Section 8.03 hereof; (d) any financing statements filed to perfect security interests granted pursuant to this Lease or granted by the Corporation to the Trustee; (e) any encumbrance represented by financing statements filed to perfect purchase money security interests in any portion of or all of the Leased Property; (f) any claim filed pursuant to C.R.S. § 38-26-107; (g) any applicable zoning requirements; and (h) such

minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Leased Property and as do not, in the opinion of the Corporation and the Trustee, materially impair title to the Leased Property.

“*Person*” means any natural person, firm, corporation, partnership, limited liability company, state, political subdivision of any state, other public body or other organization or association.

“*Project*” means the renovation and expansion of, and associated site work at the City’s Pavilion Building [located at _____], including any legally permitted costs and expenditures in connection therewith.

“*Project Costs*” means all costs and expenses in connection with the Project, including without limitation:

- (a) obligations incurred or assumed for labor, materials, and equipment needed for the Project;
- (b) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, title insurance) that may be necessary or appropriate;
- (c) the costs of engineering, architectural, and other professional and technical services, including obligations incurred or assumed for preliminary design and development work, test borings, surveys, estimates and plans and specifications;
- (d) administrative costs incurred prior to the Completion Date, including supervision of construction and improvement as well as the performance of all of the other duties required by or consequent upon the Project; including, without limitation, costs of preparing and securing all documentation related to the Project, architectural, engineering and other professional and technical fees, legal fees and expenses, appraisal fees, independent inspection fees, auditing fees, and advertising expenses;
- (e) administrative costs of execution and delivery of the Certificates, including the initial compensation and expenses of the Trustee, any financial advisor’s fees and expenses in connection with the execution and delivery of the Certificates, any fees or expenses of the Trustee prior to the Completion Date, any legal fees and expenses, any underwriter’s discount or placement agent’s fee, costs incurred in obtaining ratings from rating agencies, if any, costs of publication, printing and engraving, accountants’ fees and recording and filing fees;
- (f) all costs which are required to be paid under the terms of any construction contract in connection with the Project;
- (g) all costs which are considered to be a part of the costs of the Project in accordance with generally accepted accounting principles; and
- (h) any and all other costs necessary to effect the acquisition, construction and equipping of the Project to the extent the same are permitted by the laws of the State and

will not adversely affect the excludability from gross income for federal income tax purposes of the designated interest portion of Base Rentals.

“*Purchase Option Price*” means the amount required to be paid to purchase the interest of the Corporation in the Leased Property pursuant to Section 9.01 hereof.

“*Purchaser*” means the City, in the event that it has exercised its option to purchase the Leased Property in accordance with Article IX hereof.

“*Release*” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing or dispersing into the indoor or outdoor environment or into or out of the Leased Property, including, but not limited to, the movement of Contaminants through or in the air, soil, surface water, groundwater or the Leased Property and the abandonment or discard of barrels, containers and other open or closed receptacles containing any Contaminant.

“*Renewal Certificate*” means a certificate of the City in the form set forth in Exhibit C hereto, which Renewal Certificate shall be delivered to the Trustee on or prior to December 31 of any Fiscal Year in accordance with Section 6.04 hereof.

“*Renewal Term*” means the twelve-month period, commencing on January 1 of each year and ending on December 31 of such year, for which the City renews the Lease Term, provided that the Final Renewal Term shall have the meaning ascribed thereto herein.

“*Requirement of Law*” means any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common law doctrine or theory, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any Governmental Corporation relating to the ownership or operation of property, including but not limited to any of the foregoing relating to zoning, environmental, health or safety issues.

“*Scheduled Completion Date*” is defined in Section 13.01 hereof.

“*State*” means the State of Colorado.

“*Trustee*” means U.S. Bank Trust Company, National Association, Denver, Colorado, or any successor thereto, in its capacity as Trustee under the Indenture.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties by Corporation. The Corporation represents, covenants and warrants that:

(a) The Corporation (i) is a nonprofit corporation that is organized, validly existing and in good standing under the laws of the State, (ii) is duly qualified to do business in the State, and (iii) is authorized, under its articles of incorporation and bylaws,

action of its board of directors and applicable law, to own and manage its properties, to conduct its affairs in the State, to own the Leased Property, to lease the Leased Property to the City and to execute, deliver and perform its obligations hereunder and under the Indenture.

(b) The execution, delivery and performance of this Lease by the Corporation has been duly authorized by the Corporation.

(c) This Lease is enforceable against the Corporation in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the constitution of the United States of America.

(d) The execution, delivery and performance of the terms of this Lease by the Corporation does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitute a default under any of the foregoing, in a manner which affects the validity or enforceability of the provisions of this Lease or the Indenture, or result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Corporation.

(e) There is no litigation or proceeding pending or threatened against the Corporation or any other Person affecting the right of the Corporation to execute, deliver or perform its obligations under this Lease.

(f) The Corporation acknowledges and recognizes that this Lease may not be renewed by the City and therefore terminates upon the occurrence of an Event of Nonappropriation and Nonrenewal, and that a failure by the City to appropriate funds and renew this Lease in a manner that results in an Event of Nonappropriation and Nonrenewal is solely within the discretion of the City Council of the City.

Section 2.02. Representations, Covenants and Warranties by City. The City represents, covenants and warrants that:

(a) The City is a municipal corporation duly organized and existing as a home rule city under Article XX of the constitution of the State and the Charter of the City. The City is authorized to enter into the transactions contemplated by this Lease and to execute, deliver and perform its obligations hereunder.

(b) The lease of the Leased Property from the Corporation pursuant to this Lease serves a public purpose and is in the best interests of the City and its residents.

(c) The execution, delivery and performance of this Lease by the City has been duly authorized by the City.

(d) This Lease is enforceable against the City in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the constitution of the United States of America.

(e) The execution, delivery and performance of the terms of this Lease by the City does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitute a default under any of the foregoing, in a manner which affects the validity or enforceability of the provisions of this Lease or the Indenture, or result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the City.

(f) There is no litigation or proceeding pending or threatened against the City or any other Person affecting the right of the City to execute, deliver or perform its obligations of the City under this Lease.

(g) The Base Rentals payable in each Fiscal Year during the Lease Term are not more than fair value for the use of the Leased Property during such Fiscal Year. The Base Rentals and Additional Rentals payable in each Fiscal Year during the Lease Term do not exceed a reasonable amount for such use so as to place the City under an economic compulsion (i) to renew this Lease beyond any Fiscal Year, (ii) not to exercise its right to terminate this Lease at any time through an Event of Nonappropriation and Nonrenewal or (iii) to exercise any of its options to purchase the Leased Property hereunder. The Purchase Option Price is the City's best estimate of the fair purchase price of the Leased Property at the time of exercise of the City's option to purchase the Leased Property by paying the Purchase Option Price. The Lease Term, if continued through the Final Renewal Term, and the final maturity of the Certificates does not exceed the weighted average useful life of the Leased Property. In making the representations, covenants and warranties set forth above in this subsection, the City has given due consideration to the Leased Property, the purposes for which the Leased Property will be used by the City, the benefits to the City from the use of the Leased Property, the City's options to purchase the Leased Property hereunder and the terms of this Lease governing the use of, and the City's options to purchase, the Leased Property.

(h) The City is not aware of any current violation of any Requirement of Law relating to the Leased Property.

(i) The City has appropriated sufficient moneys to pay Base Rentals payable in Fiscal Year 2025, and to pay the Additional Rentals estimated to be payable in the current Fiscal Year, if any, and, upon commencement of the Lease Term, such moneys will be encumbered to pay such Base Rentals and Additional Rentals.

ARTICLE III

DEMISING CLAUSE; ENJOYMENT OF LEASED PROPERTY

Section 3.01. Demising Clause. The Corporation demises and leases the Leased Property to the City in accordance with the terms of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

Section 3.02. Enjoyment of Leased Property. The Corporation covenants that, during the Lease Term and so long as no Event of Default shall have occurred, the City shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Corporation, except as expressly required or permitted by this Lease.

ARTICLE IV

LEASE TERM; TERMINATION OF LEASE

Section 4.01. Lease Term. This Lease shall commence on the date the Certificates are issued, and shall terminate on December 31, 2025, unless extended and renewed for up to [] successive one-year renewal terms each ending on December 31 of each year except that this Lease shall terminate within any such one-year period upon the earliest of any of the following events (and provided that the Final Renewal Term is not to exceed November 1, 20[]):

- (a) the last day of the month in which the final Base Rental payment is scheduled to be paid in accordance with Exhibit B hereto;
- (b) December 31 of any Fiscal Year during which an Event of Nonappropriation and Nonrenewal has occurred;
- (c) the purchase of all of the Leased Property by the City pursuant to Section 9.01 hereof; or
- (d) termination of this Lease following an Event of Default in accordance with Section 12.02(a) hereof.

Section 4.02. Effect of Termination of Lease Term. Upon termination of the Lease Term:

- (a) All unaccrued obligations of the City hereunder shall terminate, but all obligations of the City that have accrued hereunder prior to such termination shall continue until they are discharged in full; and
- (b) If the termination occurs because of the occurrence of an Event of Nonappropriation and Nonrenewal or an Event of Default, the City’s right to possession of the Leased Property hereunder shall terminate and (i) the City shall immediately vacate the Leased Property, and (ii) if and to the extent the City Council of the City has appropriated funds for payment of Base Rentals and Additional Rentals payable during, or with respect to the City’s use of the Leased Property during, the period between termination of the Lease

Term and the date the Leased Property is vacated, the City shall pay such Base Rentals and Additional Rentals to the Corporation or, in the case of Additional Rentals, the other Person entitled thereto.

ARTICLE V

THE LEASED PROPERTY

Section 5.01. Acquisition of the Leased Property. A portion of the proceeds of the Certificates were applied by the Corporation to the acquisition of the Leased Property, which the Corporation owns as of the date of execution of this Lease.

Section 5.02. No Warranty as to Suitability. The Corporation makes no representation as to the adequacy or suitability of the Leased Property for the City's intended use.

ARTICLE VI

BASE RENTALS AND ADDITIONAL RENTALS; EVENT OF NONAPPROPRIATION AND NONRENEWAL

Section 6.01. Payment of Base Rentals.

(a) The City shall, subject only to the other Sections of this Article, pay Base Rentals directly to the Trustee during the Lease Term in immediately available funds in the amounts and on the Base Rentals Payment Dates set forth in Exhibit B hereto, as it may be modified from time to time; provided, however, that there shall be credited against the amount of Base Rentals payable on any Base Rentals Payment Date the amount on deposit in the Debt Service Fund representing (i) earnings from the investment of moneys in the Debt Service Fund, (ii) moneys transferred from the Costs of Issuance Fund pursuant to the Indenture, and (iii) any moneys delivered to the Trustee by the Corporation, the City or any other Person that are accompanied by instructions to apply the same to the payment of Base Rentals or to deposit the same in the Debt Service Fund. On the April 1 or October 1 prior to each Base Rentals Payment Date, the Trustee shall notify the City as to the exact amounts that will be credited against the Base Rentals due on such date. If further amounts that are to be credited against Base Rentals accrue between those dates and the next succeeding Base Rentals Payment Date, such amounts shall be carried over to be applied as a reduction of the Base Rentals payable on the next succeeding Base Rentals Payment Date.

(b) A portion of each payment of Base Rentals is paid as, and represents payment of, interest, and Exhibit B hereto, as it may be amended and supplemented from time to time, sets forth the principal and interest portion of each payment of Base Rentals.

Section 6.02. Payment of Additional Rentals. The City shall, subject only to Sections 7.01(b) and 8.02(b) hereof and the other Sections of this Article, pay Additional Rentals directly to the Persons to which they are owed (which, in the case of payments required to be made to fund the Rebate Fund pursuant to the Indenture, is the Trustee) in immediately available funds in the amounts and on the dates on which they are due.

Section 6.03. Unconditional Obligations.

(a) The obligation of the City to pay Base Rentals during the Lease Term shall, subject only to the other Sections of this Article, and the obligation of the City to pay Additional Rentals during the Lease Term shall, subject to Sections 7.01(b) and 8.02(b) hereof and the other Sections of this Article, be absolute and unconditional and shall not be abated for any reason related to the Leased Property. Notwithstanding any dispute between the City and the Corporation or between the City or the Corporation and any other Person relating to the Leased Property, the City shall, during the Lease Term, make all appropriated payments of Base Rentals and Additional Rentals when due; payments of Base Rentals and Additional Rentals are deemed to be “triple-net” and the City shall not withhold any Base Rentals or Additional Rentals payable during the Lease Term pending final resolution of any dispute and shall not assert any right of set-off or counter-claim against its obligation to pay Base Rentals or Additional Rentals, provided, however, that the making of any Base Rental or Additional Rental payment shall not constitute a waiver by the City of any rights, claims or defenses which the City may assert; and no action or inaction on the part of the Corporation shall affect the City’s obligation to pay Base Rentals or Additional Rentals during the Lease Term.

(b) So long as this Lease is in effect, the officer of the City who is responsible for formulating budget proposals with respect to payments of Base Rentals and Additional Rentals is hereby directed (i) to estimate the Additional Rentals payable in the next ensuing Fiscal Year prior to the submission of each annual budget proposal to the City Council during the Lease Term; (ii) to include in each annual budget proposal submitted to the City Council during the Lease Term the entire amount of Base Rentals scheduled to be paid and the Additional Rentals estimated to be payable during the next ensuing Fiscal Year; it being the intention of the City that any decision to appropriate Base Rentals and Additional Rentals and to renew this Lease shall be made solely by the City Council, in its sole discretion, and not by any other department, agency or official of the City; and (iii) after such appropriation and renewal, to deliver or cause to be delivered a Renewal Certificate in the form attached as Exhibit C hereto to the Trustee by December 31 of that Fiscal Year.

Section 6.04. Event of Nonappropriation and Nonrenewal.

(a) An Event of Nonappropriation and Nonrenewal shall be deemed to have occurred:

(i) On December 31 of any Fiscal Year if the City has, on such date, failed, for any reason, to provide a Renewal Certificate to the Trustee for the succeeding Fiscal Year and failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals scheduled to be paid and all Additional Rentals estimated to be payable in the next ensuing Fiscal Year; and

(ii) If

(A) An event described in Section 8.06(a) hereof has occurred,

(B) The Net Proceeds received as a consequence of such event are not sufficient to repair, restore, modify, improve or replace the Leased Property in accordance with Section 8.06 hereof, and

(C) The City has not appropriated amounts sufficient to proceed under clause (i) of Section 8.06(c) hereof by December 31 of the Fiscal Year in which such event occurred or by December 31 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Leased Property becomes apparent, on December 31 of the Fiscal Year in which such event occurred or on December 31 of any subsequent Fiscal Year in which such insufficiency became apparent, as applicable.

(b) Notwithstanding subsection (a) of this Section, the Corporation may, with the consent of the Trustee, waive any such failure to appropriate and renew under subsection (a) of this Section which is cured by the City within a reasonable period of time.

(c) In the event that the City shall determine not to renew this Lease for the subsequent Fiscal Year, the City shall give written notice to such effect to the Corporation and the Trustee not later than December 31 of such Fiscal Year or earlier to the extent the City determines at an earlier date not to renew this Lease; provided, however, that a failure to give such notice shall not (i) constitute an Event of Default, (ii) prevent the City from failing to renew this Lease or (iii) result in any liability on the part of the City.

(d) The City shall furnish the Corporation and the Trustee with copies of all renewal measures and appropriation measures relating to Base Rentals, Additional Rentals or the Purchase Option Price promptly upon the adoption thereof by the City Council of the City.

Section 6.05. Limitations on Obligations of City.

(a) Payment of Base Rentals and Additional Rentals by the City shall constitute currently appropriated expenditures of the City and may be paid from any legally available funds.

(b) The City's obligations under the Lease shall be of no further force and effect if the City fails to renew this Lease upon the occurrence of an Event of Nonappropriation and Nonrenewal.

(c) No provision of the Certificates, the Indenture or this Lease, shall be construed or interpreted (i) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the constitution of the State, the Charter or any other constitutional or statutory limitation or provision; or (iii) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the constitution of the State.

(d) The City shall be under no obligation whatsoever to exercise its option to purchase the Leased Property or renew this Lease.

(e) No provision of this Lease shall be construed to pledge or to create a lien on any class or source of moneys of the City, nor shall any provision of this Lease restrict the future issuance of any obligations of the City, payable from any class or source of moneys of the City.

ARTICLE VII

OPERATION AND MAINTENANCE OF LEASED PROPERTY

Section 7.01. Taxes and Utilities and Insurance.

(a) The City shall pay, as Additional Rentals, all of the following expenses with respect to the Leased Property:

(i) All taxes, if any, assessments and other charges lawfully made by any governmental body, provided that any such taxes, assessments or other charges that may lawfully be paid in installments may be paid in installments as such installments are due;

(ii) All gas, water, steam, electricity, heat, power and other utility charges incurred in connection with the Leased Property;

(iii) Casualty and property damage insurance with respect to the Leased Property in an amount equal to at least the full replacement value of the Leased Property; and

(iv) Public liability insurance, through one or more private or public insurance companies or through a self-insurance program, with respect to the activities to be undertaken by the City in connection with the Leased Property, and this Lease: (A) to the extent such activities result in injuries for which immunity is available under Section 24-10-114, C.R.S. or any successor statute, in an amount not less than the amounts for which the City may be liable to third parties thereunder and (B) for all other activities, in an amount not less than \$250,000 per occurrence.

(b) The City shall not allow any liens for taxes, assessments, other governmental charges or utility charges to exist with respect to any portion of the Leased Property. If the City shall first notify the Corporation and the Trustee of the intention of the City to do so, the City may, however, in good faith contest any such tax, assessment, other governmental charge or utility charge and, in the event of any such contest, may permit the tax, assessment, other governmental charge or utility charge so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Trustee shall notify the City that, in the opinion of Independent Counsel, whose fees and expenses shall be paid by the City from Additional Rentals appropriated for the Fiscal Year in which such fees and expenses are due, by nonpayment of any such item the interest of the Trustee in the Leased Property will be materially interfered with or endangered or the

Leased Property or any portion thereof will be subject to loss or forfeiture, in which event such tax, assessment, other governmental charge or utility charge shall be paid forthwith; provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, other governmental charge or utility charge. At the request of the City, the Corporation and the Trustee will cooperate fully with the City in any such contest.

(c) The insurance policies provided pursuant to subsection (a) of this Section may be provided by one or more private or public insurance companies or organizations, or may be provided through a self-insurance program, subject to the following conditions:

(i) If the insurance is provided by a private or public insurance company or organization:

(A) the insurance policy (1) shall have a deductible clause in an amount not in excess of the amounts reasonably expected to be available to the City to pay such deductible in the event of an insured event, (2) shall name the City, the Corporation, and the Trustee as insureds, (3) shall be so written or endorsed as to make losses, if any, payable to the City, the Corporation and the Trustee, as their respective interests may appear, (4) shall explicitly waive any co-insurance penalty and (5) shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the City, the Corporation or the Trustee without first giving written notice thereof to the City, the Corporation and the Trustee at least 10 days in advance of such cancellation or modification;

(B) a copy of each such insurance policy, or of each certificate evidencing such policy, shall be delivered to the Trustee prior to the issuance of the Certificates, and the City shall deliver to the Trustee a certification letter signed by a City Representative annually on or before January 1st stating that the City has complied with the insurance requirements set forth in this Article VII of the Lease; the Trustee shall have no responsibility for the monitoring, renewing or receiving of the insurance or documents pertaining thereto except as provided in this Article VII of the Lease and further the Trustee shall have no responsibility for the sufficiency of the insurance required hereunder;

(C) full payment of insurance proceeds under any casualty or property damage insurance policy up to the dollar limit required by subsection (a)(iii) of this Section in connection with damage to the Leased Property shall, under no circumstance, be contingent on the degree of damage sustained at other property owned or leased by the City or the Corporation; and

(D) the City may insure the Leased Property under blanket insurance policies which insure not only the Leased Property, but other

properties as well, as long as such blanket insurance policies comply with the requirements hereof; provided, however, that notwithstanding any other provision of this Section 7.01, the requirements of Section 7.01(a)(iii) hereof shall be deemed satisfied by blanket insurance policy number [] issued by [Insurance Company] (the “Current Policy”), and shall continue to be deemed satisfied in the future so long as the City maintains a blanket insurance policy in amounts equal to at least the amounts of coverages set forth in the Current Policy and with deductibles not to exceed the amounts set forth in the Current Policy, which subsequent policies may be issued by [Insurance Company] or another company.

(ii) If the insurance is provided through a self-insurance program maintained by the City, an independent insurance consultant acceptable to the Corporation shall initially and annually certify to the Corporation and the Trustee that (1) the reserves supporting such self-insurance program are held by an independent custodian or trustee and are adequate for the purposes of such program and (2) such self-insurance program is maintained on an actuarially sound basis.

Section 7.02. Maintenance and Operation of Leased Property. The City shall maintain, preserve and keep the Leased Property, or cause the Leased Property to be maintained, preserved and kept, in good repair, working order and condition, subject to normal wear and tear, if any; shall operate the Leased Property, or cause the Leased Property to be operated, in an efficient manner and at a reasonable cost; and shall make or cause to be made all necessary and proper repairs, if any, except as otherwise provided in Section 8.05 and Section 8.06 hereof.

ARTICLE VIII

TITLE, ENCUMBRANCES, MODIFICATIONS OR ADDITIONS TO LEASED PROPERTY OR CONDEMNATION OF LEASED PROPERTY

Section 8.01. Title to Leased Property. Except for personal property purchased by the City at its own expense pursuant to Section 8.08 of this Lease, title to the Leased Property and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Corporation, subject to this Lease, until liquidated, conveyed or otherwise disposed of as provided in Article XII of this Lease, notwithstanding (a) nonrenewal of this Lease by the City by reason of an Event of Nonappropriation and Nonrenewal as provided in Section 6.04 of this Lease; (b) the occurrence of one or more Events of Default as defined in Section 12.01 of this Lease; (c) the occurrence of any event of damage, destruction, condemnation, or title defect, as provided in Section 8.06 of this Lease; or (d) the violation by the Corporation (or by the Trustee as assignee of the Corporation pursuant to the Indenture) of any provision of this Lease.

The City shall have no right, title or interest in the Leased Property or any additions, modifications and improvements thereto, except as expressly set forth in this Lease.

Section 8.02. Limitations on Disposition of and Encumbrances on Leased Property.

(a) Except as otherwise permitted in this Article or Articles IX or XIII hereof, and except for Permitted Encumbrances, (i) none of the Corporation, the City or the Trustee shall sell, assign, transfer or convey any portion of or any interest in the Leased Property, or directly or indirectly create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property; and (ii) the City shall promptly take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim.

(b) Notwithstanding subsection (a) of this Section, if the City shall first notify the Corporation and the Trustee of the intention of the City to do so, the City may in good faith contest any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, and in the event of any such contest, may permit the item so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Corporation or the Trustee shall notify the City that, in the opinion of Independent Counsel, whose fees shall be paid by the City as Additional Rentals, by failing to discharge or satisfy such item the interest of the Corporation or the Trustee in the Leased Property will be materially interfered with or endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event such item shall be satisfied and discharged forthwith; provided, however, that such satisfaction and discharge shall not constitute a waiver by the City of the right to continue to contest such item. At the request of the City, the Corporation and the Trustee will cooperate fully with the City in any such contest.

Section 8.03. Granting of Easements, Release and Substitution of Leased Property.

As long as no Event of Nonappropriation and Nonrenewal or Event of Default shall have happened and be continuing:

(a) The Corporation and the Trustee shall, at the request of the City, consent to the grant of easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the real property included in the Leased Property, free from this Lease and any security interest or other encumbrance created hereunder or under the Indenture;

(b) The Corporation and the Trustee shall, at the request of the City, release existing easements, licenses, rights-of-way and other rights and privileges with respect to the Leased Property, free from this Lease and the Indenture and any security interest or other encumbrance created hereunder or thereunder, with or without consideration;

(c) The Trustee shall release any portion of the Leased Property, and shall execute all documents necessary or appropriate to reconvey such portion of the Leased Property to the City, free of all restrictions and encumbrances imposed or created by this Lease or the Indenture, upon receipt by the Trustee of the following: (a) a written request of the City Representative for such reconveyance, describing the portion of the Leased Property to be reconveyed; (b) a certificate of the City Representative certifying (i) the fair market value of the portion of the Leased Property to be reconveyed and of any real property to be substituted for the portion of the Leased Property to be released; (ii) the disposition to be made of the portion of the Leased Property to be reconveyed and the

consideration, if any, to be received therefor; (iii) that the disposition of the portion of the Leased Property to be reconveyed and the substitution therefor of the real property to be substituted for the portion of the Leased Property to be released (if any) will not materially adversely affect the ability of the City to operate the Leased Property or to fulfill its obligations under this Lease; (iv) that any real property to be substituted for the portion of the Leased Property to be reconveyed is necessary or useful to the operation of the Leased Property; and (v) that the fair market value of any real property to be substituted for the portion of the Leased Property to be reconveyed, together with cash to be paid by the City to the Trustee, if any, is at least equal to the fair market value of the portion of the Leased Property to be reconveyed; (c) appraisals of the fair market value of the portion of the Leased Property to be reconveyed and any real property to be substituted for the portion of the Leased Property to be reconveyed, respectively, by a certified general appraiser licensed as such in the State and not an employee of the City or the Corporation; and (d) supplements and amendments to this Lease and the Indenture and any other documents necessary to subject any real property to be substituted for the portion of the Leased Property to be reconveyed to the lien of the Indenture. The City agrees that any cash paid to the Trustee pursuant to the provisions of this Section 8.03(c) shall be deposited into the Principal Account of the Debt Service Fund.

(d) The Corporation and the Trustee shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any easement, license, right-of-way or other grant or privilege under subsection (a) or (b) of this Section, upon receipt of: (i) a copy of the instrument of grant or release and (ii) a written application signed by the City Representative requesting such instrument and stating that such grant or release will not materially adversely affect the value, or interfere with the effective use or operation, of the Leased Property.

Section 8.04. Subleasing by City. All or any part of the Leased Property maybe subleased by the City upon satisfaction of the following conditions:

(a) This Lease, and the obligations of the City hereunder, shall remain obligations of the City, and the City shall maintain its direct relationship with the Corporation, notwithstanding any sublease;

(b) Except for subleases with respect to less than 5% of the aggregate square footage of the Leased Property consisting of space that does not adversely affect the City's utilization of the remainder of the Leased Property, the Corporation and the Trustee consent to such sublease, which consent shall not be unreasonably withheld;

(c) No sublease shall extend beyond the Fiscal Year in which it becomes effective unless the City shall have the right to terminate such sublease without penalty if this Lease is terminated or upon an Event of Nonappropriation and Nonrenewal; and

(d) No sublease shall adversely affect the excludability of interest on any of the Certificates from gross income for federal income tax purposes, as evidenced by an opinion of Bond Counsel.

Section 8.05. Modification of Leased Property. The City, at its own expense (or any tenant of the City at its own expense if permitted by the applicable sublease), may make additions, modifications or improvements to, the Leased Property, provided that (i) such additions, modifications and improvements (A) shall not in any way damage the Leased Property as it existed prior thereto and (B) shall become part of the Leased Property owned by the Corporation; (ii) the value of the Leased Property after such additions, modifications and improvements shall be at least as great as the value of the Leased Property prior thereto; and (iii) the Leased Property, after such additions, modifications and improvements, shall continue to be used as provided in and shall otherwise be subject to the terms of this Lease.

Section 8.06. Damage, Condemnation of or Loss of Title to Leased Property.

(a) If (i) the Leased Property (or any portion thereof) is destroyed or damaged by fire or other casualty, (ii) title to, or the temporary or permanent use of, the Leased Property (or any portion thereof) or the estate of the City, the Corporation or the Trustee in the Leased Property (or any portion thereof), is taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, (iii) a breach of warranty or any material defect with respect to the Leased Property (or any portion thereof) becomes apparent or (iv) title to or the use of the Leased Property (or any portion thereof) is lost by reason of a defect in the title thereto, then, the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any default or breach of warranty under any contract relating to the Leased Property shall be deposited into a special trust fund or account to be established and held by the Trustee.

(b) If the costs of the repair, restoration, modification, improvement or replacement of the Leased Property following an event described in subsection (a) of this Section are equal to or less than the Net Proceeds available, such Net Proceeds shall be used promptly (i) to repair, restore, modify, improve or replace the Leased Property (or portion thereof) and any excess shall be delivered to the City, (ii) to optionally redeem Certificates pursuant to Section 4.03 of the Indenture to the extent Certificates may then be redeemed or (iii) to pay, together with other moneys available therefor, the Purchase Option Price.

(c) If the costs of the repair, restoration, modification, improvement or replacement of the Leased Property following an event described in subsection (a) of this Section are more than the amount of Net Proceeds available, then:

(i) The City may elect either

(A) To use the Net Proceeds promptly to repair, restore, modify or improve or replace the Leased Property (or portion thereof) with property of a value equal to or in excess of the value of the Leased Property (or applicable portion thereof), and pay (subject to Article VI hereof) as Additional Rentals the costs thereof in excess of the amount of the Net Proceeds, or

(B) To pay (subject to Article VI hereof) the Purchase Option Price, in which case the Net Proceeds shall be delivered to the City.

(ii) If, by December 31 of the Fiscal Year in which the event described in subsection (a) of this Section occurred (or June 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Leased Property becomes apparent), the City has not appropriated amounts sufficient to proceed under clause (i) of this subsection, an Event of Nonappropriation and Nonrenewal shall be deemed to have occurred.

(d) The City shall not voluntarily settle or consent to the settlement of any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to default or breach of warranty under any contract relating to the Leased Property without the written consent of the Corporation and the Trustee.

(e) No event described in subsection (a) of this Section shall affect the obligation of the City to pay Base Rentals or Additional Rentals hereunder, regardless of whether the Leased Property is repaired, modified, improved or replaced in full or in part, subject, however, to Article VI hereof.

Section 8.07. Condemnation by the City. The City agrees that, to the extent permitted by law, in the event it brings an eminent domain or condemnation proceeding with respect to all or any portion of the Leased Property, the fair market value of the condemned portion of the Leased Property shall be not less than the Purchase Option Price.

Section 8.08. Personal Property of City. The City (or its tenants), at its own expense, may install equipment and other personal property in or on the Leased Property, which equipment or other personal property shall not become part of the Leased Property unless it is permanently affixed to the Leased Property or removal of it would materially damage the Leased Property, in which case it will become part of the Leased Property.

ARTICLE IX

CITY'S PURCHASE OPTION

Section 9.01. City's Purchase Option. The City is hereby granted the option to purchase the Leased Property, in the aggregate, but not in part, by paying to the Trustee the Purchase Option Price. The Purchase Option Price shall be an amount which, together with other amounts then on deposit in the Debt Service Fund and the Costs of Issuance Fund that are available for such purpose, is sufficient (a) to pay all the Outstanding Certificates at maturity, to redeem all the Outstanding Certificates in accordance with the redemption provisions of the Indenture or to defease all the Outstanding Certificates in accordance with the defeasance provisions of the Indenture; and (b) to pay all Additional Rentals payable through the date of conveyance of the Leased Property to the City or its designee pursuant to this Article, including, but not limited to, all fees and expenses of the Trustee relating to the conveyance of the Leased Property and the payment, redemption or defeasance of the Certificates.

Section 9.02. Exercise of City's Purchase Option. The City may exercise its option to purchase the Leased Property pursuant to Section 9.01 hereof by (i) giving written notice to the Corporation and the Trustee prior to the end of the Final Renewal Term (A) stating that the City intends to purchase the Leased Property pursuant to Section 9.01 hereof, (B) identifying the source of funds it will use to pay the Purchase Option Price and (C) specifying a closing date for such purpose which is at least 30 and not more than 90 days after the delivery of such notice, (ii) paying the Purchase Option Price to the Trustee in immediately available funds on the closing date, and (iii) providing written evidence of discharge of the Certificates pursuant to Section 10.01 of the Indenture.

Section 9.03. Delivery of Documentation Upon Purchase. At the closing of any purchase of the Leased Property pursuant to this Section, the Corporation shall execute and deliver to the Purchaser or its designee, and shall cause the Trustee to execute and deliver to the Purchaser or its designee, all necessary documents assigning, transferring and conveying title to the Purchaser or its designee in the Leased Property, as it then exists, subject to the following: (i) Permitted Encumbrances, other than this Lease and the Indenture; (ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation as required or permitted by this Lease or arising as a result of any action taken or omitted to be taken by the Corporation as required or permitted by this Lease; (iii) any lien or encumbrance created or suffered to exist by action of the City or any tenant of the City; and (iv) those liens and encumbrances (if any) to which title to the Leased Property, was subject when acquired by the Corporation.

Section 9.04. Conveyance of Leased Property to City at End of Final Renewal Term. If the City pays all Base Rentals scheduled to be paid through the end of the Final Renewal Term and all Additional Rentals payable through the date of conveyance of the Leased Property to the City pursuant to this Section shall have been paid, the Leased Property shall be assigned, transferred and conveyed to the City or its designee at the end of the Final Renewal Term in the manner described in Section 9.03 hereof without any additional payment by the City.

ARTICLE X

GENERAL COVENANTS

Section 10.01. Further Assurances and Corrective Instruments. So long as this Lease is in full force and effect and no Event of Nonappropriation and Nonrenewal or Event of Default shall have occurred, the Corporation, the City and the Trustee shall have full power to carry out the acts and agreements provided herein and the Corporation, the City and the Trustee shall from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property leased or intended to be leased hereunder, or for otherwise carrying out the intention of or facilitating the performance of this Lease.

Section 10.02. Compliance With Requirements of Law. The Corporation, the City and the Trustee shall comply with all Requirements of Law in performing their respective obligations with respect to the Leased Property hereunder. Without limiting the generality of the preceding sentence, the City, in particular, shall use the Leased Property in a manner such that (a) the Leased

Property at all times is operated in compliance with all Requirements of Law; and (b) all permits required by Requirements of Law in respect of the City's use of the Leased Property are obtained, maintained in full force and effect and complied with.

Section 10.03. Environmental Representations and Covenants of the City.

(a) The City has complied with all applicable environmental laws with respect to the Leased Property and the operations or other activities of the City on or with respect to the Leased Property will not result in the disposal or other Release of any Contaminant on or from the Leased Property other than in all cases in compliance with applicable law.

(b) The operations or other activities of the City shall not result in the disposal or other Release of any Contaminant on or from the Leased Property other than in compliance with all current and future applicable environmental laws and the City shall not engage in any activities that will result in the violation of any applicable current or future environmental laws. The City shall obtain from time to time all permits required under current or future environmental laws so that the operations of the City will be in accordance with such laws.

(c) The City will make available for inspection from time to time all documents and information in its possession and control regarding activities and conditions relating to the Leased Property and other assets which may result or may have resulted in noncompliance with, or liability under, any applicable environmental, health or safety Requirement of Law.

(d) The City shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Leased Property other than in accordance with all applicable Environmental Regulations, shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom other than in accordance with all applicable Environmental Regulations, shall cause all Hazardous Substances found thereon to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations, shall not install or permit to be installed any underground storage tank therein or thereunder other than in accordance with all applicable Environmental Regulations, and shall comply with all Environmental Regulations which are applicable to the Leased Property.

(e) Amounts payable by the City pursuant to this Section shall constitute Additional Rentals and shall be subject to all the terms of this Lease relating to Additional Rentals, including, but not limited to, Sections 6.05 and 12.03 hereof.

(f) The Leased Property complies in all respects with applicable zoning, environmental and safety ordinances in accordance with this Section and is the same property which is the subject of the title insurance policy or policies obtained to satisfy the provisions set forth in Section 6.04 of the Indenture.

Section 10.04. Participation in Legal Actions.

(a) At the request of and at the cost of the City, the Corporation and the Trustee shall join and cooperate fully in any legal action in which the City asserts its right to the enjoyment of the Leased Property; that involves the imposition of any charges, costs or other obligations or liabilities on or with respect to the Leased Property or the City's enjoyment of the Leased Property for which the City is responsible hereunder; or that involves the imposition of any charges, costs or other obligations with respect to the City's execution, delivery and performance of its obligations hereunder.

(b) At the request of the Corporation or the Trustee, the City shall, at the cost of the City, join and cooperate fully in any legal action in which the Corporation or the Trustee asserts its ownership of or interest in the Leased Property; that involves the imposition of any charges, costs or other obligations on or with respect to the Leased Property for which the Corporation or the Trustee is responsible hereunder; or that involves the imposition of any charges, costs or other obligations with respect to the execution and delivery of this Lease by the Corporation or the performance of its obligations hereunder.

Section 10.05. Tax Covenant of City. The City will not use or permit others to use the Leased Property in a manner that would cause interest on the Certificates to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In furtherance of this covenant, the City agrees to comply with the procedures set forth in the Tax Compliance Certificate delivered in connection with the issuance of the Certificates. The covenants set forth in this Section shall remain in full force and effect notwithstanding the payment in full or defeasance of the Certificates until the date on which all obligations in fulfilling such covenants have been met. The covenants set forth in this Section shall not, however, apply to any series of Certificates if, at the time of issuance, the City intends the interest on such series of Certificates to be subject to federal income tax.

Section 10.06. Payment of Expenses of the Corporation and the Trustee. The City shall pay the reasonable expenses of the Corporation and reasonable fees and expenses of the Trustee (subject to any agreement with the Trustee limiting the amount of such fees and expenses) in connection with the Leased Property, this Lease, the Indenture, the Certificates, or any matter related thereto, including, but not limited to, costs of defending any claim or action brought against the Corporation or its directors or officers relating to the foregoing, excepting, however, any liability for any action constituting willful or wanton misconduct.

Section 10.07. Payments to Rebate Fund. Subject to annual appropriation, the City shall pay to the Trustee all amounts required to be deposited into the Rebate Fund as and when required by the Indenture.

ARTICLE XI

LIMITS ON OBLIGATIONS OF CORPORATION

Section 11.01. Disclaimer of Warranties. THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. In no event shall the Corporation be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the City of any item, product or service provided for herein.

Section 11.02. Financial Obligations of Corporation Limited to Available Funds. Notwithstanding any other provision hereof, all financial obligations of the Corporation under this Lease, except those resulting from its gross negligence or willful misconduct, are limited to the Trust Estate (excluding the Rebate Fund).

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined.

(a) Any of the following shall constitute an “Event of Default” under this Lease:

(i) failure by the City to pay any specifically appropriated Base Rentals to the Trustee on or before the applicable Base Rentals Payment Date; provided, however, that a failure by the City to pay Base Rentals on the applicable Base Rentals Payment Date shall not constitute an Event of Default if such payment is received by the Trustee within five days following such Base Rentals Payment Date;

(ii) failure by the City to pay any Additional Rental for which funds have been specifically appropriated when due, or if such Additional Rental is payable to a Person other than the Corporation or the Trustee, when nonpayment thereof has, or may have, a material adverse effect upon the Certificates, the Leased Property or the interest of the Corporation or the Trustee in the Leased Property;

(iii) failure by the City to vacate the real property included in the Leased Property immediately following an Event of Nonappropriation and Nonrenewal in accordance with Section 4.02(b) hereof;

(iv) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the City in all or any portion of the Lease or the Leased

Property or any succession to all or any portion of the interest of the City in the Leased Property in violation of Section 13.04 hereof; or

(v) failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i), (ii), (iii) or (iv) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the City by the Trustee, unless the Trustee shall agree in writing, prior to the expiration of the 30-day period, to an extension of not more than 60 days; provided, however, that if the failure stated in the notice cannot be corrected within the original 30-day period, the Trustee shall not withhold its consent to an extension of up to 60 days if corrective action shall be instituted by the City within such time period and diligently pursued until the default is corrected.

(b) The provisions of subsection (a) of this Section are subject to the following limitations:

(i) The City shall be obligated to pay Base Rentals and Additional Rentals only during the Lease Term, except as otherwise expressly provided in Section 4.02(b)(ii) hereof; and

(ii) If, by reason of Force Majeure, the City shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay Base Rentals or Additional Rentals hereunder, the City shall not be deemed in default during the continuance of such inability; provided, however, that the City shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the City from carrying out such agreement, except that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City.

Section 12.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Trustee, acting for the Corporation, may, without any further demand or notice take one or any combination of the following remedial steps:

(a) Terminate the Lease Term and give notice to the City to immediately vacate the real property included in the Leased Property, in the manner provided in Section 4.02(b) hereof;

(b) Foreclose through the courts on or otherwise sell or lease its interest in all or any portion of the Leased Property;

(c) Recover from the City:

(i) the portion of Base Rentals and Additional Rentals payable pursuant to Section 4.02(b)(ii) hereof; and

(ii) the portion of Base Rentals and Additional Rentals for the then current Fiscal Year that has been specifically appropriated by the City Council of the City, regardless of when the City vacates the Leased Property.

(d) Enforce any provision of this Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under Article XIII hereof by specific performance, writ of mandamus or other injunctive relief; and

(e) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease, subject, however, to the limitations on the obligations of the City set forth in Sections 6.05 and 12.03 hereof and the limitations on the obligations of the Corporation set forth in Article XI hereof.

Section 12.03. Limitations on Remedies. A judgment requiring a payment of money may be entered against the City by reason of an Event of Default only as to the City's liabilities described in Section 12.02(c) hereof and for the costs, expenses and fees of the Corporation. A judgment requiring a payment of money may be entered against the City by reason of an Event of Nonappropriation and Nonrenewal, or a failure to vacate the Leased Property following an Event of Nonappropriation and Nonrenewal, only to the extent provided in Section 12.02(c)(i) hereof.

Section 12.04. No Remedy Exclusive. Subject to Section 12.03 hereof, no remedy herein conferred upon or reserved to the Corporation is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 12.05. Waivers.

(a) The Corporation may waive any Event of Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(b) In the event the Trustee waives any Event of Default described in Section 12.01(a)(i) hereof, any subsequent payment by the City of Base Rentals then due and owing shall be paid to the Trustee to be applied in accordance with the terms of the Indenture.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Construction of Project. The City hereby agrees that it will make all contracts, take all actions, and do all things necessary for the construction and equipping of the

Project and, in connection therewith, and in addition thereto, will comply with all applicable provisions of State and local law. The City agrees to construct and equip the Project with all reasonable dispatch through the application of moneys to be disbursed by the Trustee from the Project Fund as provided in Section 13.02 hereof. The City shall use its best efforts to cause the construction of the Project to be completed on or before [_____, 202_] (the "Scheduled Completion Date"). The "Completion Date" shall be deemed to have occurred when the City delivers a certificate to the Trustee stating that, to the best of the City's knowledge based upon the representations of the contractors, architects, engineers, vendors or other consultants and, except for any amounts estimated by the City to be necessary for payment of any Project Costs not then due and payable, the Project has been completed, and all Project Costs have been paid; provided, however, that the delivery of such certificate shall not, and such certificate shall state that it does not, prejudice any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

If for any reason the Project is not constructed and equipped by the Scheduled Completion Date, there shall be no resulting liability on the part of the City or Event of Default hereunder, and there shall be no diminution in or postponement of the Base Rentals and Additional Rentals required to be paid by the City during the term of this Lease. However, in the event that the Trustee shall not receive a certificate to the effect that the Project shall have been constructed and equipped, as required by this Lease by the Scheduled Completion Date, and unless the City opts to complete the construction and equipping of the Project and submits a reasonable schedule of completion to the Trustee, the Trustee, shall, upon 30 days written notice to the City, be authorized, but not required, to construct and equip the Project from any moneys remaining in the Project Fund.

Section 13.02. Disbursements from the Project Fund. So long as this Lease is not terminated by an Event of Nonappropriation and Nonrenewal or an Event of Default, the Trustee shall, at the written direction of the City, disburse moneys from the Project Fund in payment of Project Costs. Such disbursements shall be made upon receipt by the Trustee of a requisition in the form attached hereto as Exhibit D signed by an authorized City Representative (a) stating with respect to each payment to be made: (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due or, in the event the City requests reimbursement for expenses previously paid, the City address where the reimbursement is to be sent, (iii) the amount to be paid, (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous withdrawal, (v) that all conditions required by this Lease to be met prior to such payment have been satisfied and (vi) that the disbursement requested will be used for a Project Cost; (b) specifying in reasonable detail the nature of the obligation; (c) accompanied by a bill, invoice or statement of account for such obligation; and (d) that no Event of Nonappropriation and Nonrenewal or Event of Default has occurred and is continuing. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The execution of any requisition certificate by City shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

If an Event of Nonappropriation and Nonrenewal or an Event of Default shall occur prior to the Completion Date, the Project Fund may be utilized by the Trustee to complete, repair or

modify the Project, or may be disbursed for the payment of the Certificates, or for other charges as the Trustee may deem appropriate in the best interests of the Owners of the Certificates.

Under the Indenture, the Trustee is authorized to issue its checks or drafts for each disbursement to pay Project Costs provided for herein. The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom as reasonably directed by the City, and after the Project has been constructed and equipped and the certificate as to payment of Project Costs has been filed with the Trustee as provided in Section 13.01 of this Lease, and after any remaining amounts in the Project Fund are transferred to the Debt Service Fund, the Trustee shall file an accounting thereof with the City.

Section 13.03. Corporation's Rights, Title and Interest in Trust for Benefit of Owners; Successor Corporation; Assignment by Corporation. The Corporation shall place its interest in the Leased Property and its rights, title and interest in, to and under this Lease (other than the Corporation's rights to payment of its fees and expenses and the rights of third parties to Additional Rentals payable to them) in trust for the benefit of the Owners pursuant to the Indenture. Any successor trustee under the Indenture shall automatically succeed to the previous trustee's interest in the Leased Property and the previous trustee's rights, title, interest and obligations in, to and under this Lease. The Corporation shall not, except as provided in this Section or as otherwise provided elsewhere in this Lease or in the Indenture, assign, convey or otherwise transfer to any Person any of the Corporation's interest in the Leased Property or the Corporation's rights, title or interest in, to or under this Lease.

Section 13.04. Transfer of City's Interest in Lease and Leased Property Prohibited. Except for (i) the Corporation's assignment of this Lease and mortgaging of the Leased Property to the Trustee under the Indenture, (ii) any exercise by the Trustee of the remedies provided in this Lease, (iii) any conveyance to the City pursuant to Article IX hereof upon payment of the Purchase Option Price, upon the expiration of the scheduled Lease Term or regarding the release of certain of the Leased Property, (iv) the City's rights to sublease under Section 8.04 hereof, (v) the granting of easements pursuant to Section 8.03 hereof, or (vi) any modifications to the Leased Property under Section 8.05 hereof, the City shall not sublease, assign, encumber, convey or otherwise transfer all or any portion of its interest in this Lease or the Leased Property to any Person, whether now in existence or organized hereafter.

Section 13.05. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Corporation and the City and their respective successors and assigns, subject, however, to the limitations set forth in Sections 13.01 and 13.02 hereof. The Trustee shall be a third party beneficiary of this Lease to the extent rights are granted to it herein and, by accepting the assignment of the Corporation's interest herein pursuant to the Indenture, it shall be bound by the terms hereof. This Lease and the covenants set forth herein are expressly intended to be covenants, conditions and restrictions running with the Leased Property and the leasehold estate in the Leased Property under this Lease.

Section 13.06. Corporation, City, and Trustee Representatives. Whenever under the provisions hereof the approval of the Corporation, the City or the Trustee is required, or the City, the Corporation or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Corporation by the

Corporation Representative, for the City by the City Representative, and for the Trustee by the Trustee Representative, and the Corporation, the City, and the Trustee shall be authorized to act on any such approval or request.

Section 13.07. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, postage prepaid, addressed as follows:

- if to the City: City of Boulder
Municipal Building
1777 Broadway
Boulder, CO 80302
Attn: Chief Financial Officer

- with a copy to: City Attorney
Municipal Building
1777 Broadway
Boulder, CO 80302

- if to the Corporation: The Boulder Municipal Property Authority
Municipal Building
1777 Broadway
Boulder, CO 80302
Attn: President

- with a copy to: City Attorney
Municipal Building
1777 Broadway
Boulder, CO 80302

- if to the Trustee: U.S. Bank Trust Company, National Association
950 17th Street, 12th Floor
Denver, CO 80202
Attention: Corporate Trust Services

The entities listed above may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.08. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the City or the Corporation, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City or the Corporation, as the case may be, and not of any member, director, officer, employee, servant or other agent of the City or the Corporation in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the City or the Corporation or any natural person executing this Lease or any related document or instrument.

Section 13.09. Amendments, Changes and Modifications. Except as otherwise provided herein and subject to terms of the Indenture, this Lease may not be effectively amended, changed, modified or altered other than by the execution of a subsequent document in the same manner as this Lease is executed.

Section 13.10. Events Occurring on Days that are not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 13.11. Severability. In the event that any provision of this Lease, other than the obligation of the City to pay Base Rentals or Additional Rentals and the Purchase Option Price hereunder and the obligation of the Corporation to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the City pursuant to Article IX hereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.12. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 13.13. Applicable Law. The laws of the State shall be applied in the interpretation, execution and enforcement of this Lease and the exclusive venue for any litigation concerning this Lease shall lie only in Boulder County, Colorado.

Section 13.14. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.15. No Merger. The City, the Corporation and the Trustee intend that the legal doctrine of merger shall have no application to this Lease and that neither the execution and delivery of the Lease by the Corporation and the City nor the exercise of any remedies under this Lease shall operate to terminate or extinguish this Lease, except as specifically provided herein and therein.

Section 13.16. City Budget. During the Lease Term, the City's budgets shall comply with the requirements of the City's Charter.

[Signature Page to Lease Purchase Agreement Follows]

IN WITNESS WHEREOF, the Corporation and the City have executed this Lease as of the date first above written.

THE BOULDER MUNICIPAL PROPERTY
AUTHORITY, as Lessor

By _____
President

Attest:

By _____
Secretary-Treasurer

CITY OF BOULDER, COLORADO, as Lessee

By _____
Mayor

Attest:

By _____
City Clerk

[Signature Page to Lease Purchase Agreement]

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of May, 2025, by
[_____], as President, and by [_____], as Secretary-Treasurer of The Boulder
Municipal Property Authority.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

Notary Public for the State of Colorado

My commission expires:

[Signature Page to Lease Purchase Agreement]

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of May, 2025, by Aaron Brockett, as Mayor, and Elesha Johnson, as City Clerk, of the City of Boulder, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

Notary Public for the State of Colorado

My commission expires:

[Signature Page to Lease Purchase Agreement]

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

Legal Description

[to be inserted]

Pavilion Building and Project Description:

The Pavilion Building is an existing 51,000 square foot building that was original constructed in 1991. The building has been fully deconstructed down to the concrete structure, exterior walls and roof. A 64,000 square foot addition will be constructed upon the Leased Property that will result in a 115,000 square foot, high energy performing, all-electric, modern civic office building. The Pavilion Building sits on a 1.19-acre lot and is presently zoned "Public," which includes public and semi-public areas that permit numerous functions, including governmental and educational uses. The Pavilion Building is currently situated within the 100-year floodplain. The building is expected to be out of the flood plain as a result of the construction of the Project. Upon completion of construction, the Pavilion Building will house most City department office workers. The ground level is expected to provide centralized City customer services for the community as well as public meeting spaces.

EXHIBIT B**BASE RENTALS PAYMENT SCHEDULE**

Payment Date	Base Rental Principal Portion	Base Rental Interest Portion	Total Base Rentals Due on Payment Date	Annual Total
04/25/2026		\$	\$	
10/25/2026				
04/25/2027				
10/25/2027				
04/25/2028				
10/25/2028				
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10/25/2044				
04/25/2045				
10/25/2045				
04/25/2046				
10/25/2046				

EXHIBIT C

FORM OF RENEWAL CERTIFICATE

The undersigned City Manager of the City of Boulder, Colorado (the “City”) hereby certifies in compliance with Section 6.03 of the Lease Purchase Agreement, dated as of May 1, 2025 (the “Lease”), between the City and The Boulder Municipal Property Authority, that as of the date of this Renewal Certificate the City Council of the City has taken such actions necessary to renew the Lease for fiscal year 20__ and thereby has avoided an Event of Nonappropriation and Nonrenewal under the Lease.

Dated this ____ day of _____, 20__.

CITY OF BOULDER, COLORADO

By _____
City Manager

EXHIBIT D
FORM OF REQUISITION
CITY OF BOULDER, COLORADO
REQUISITION NO. _____

To: U.S. Bank Trust Company, National Association
950 17th Street, 12th Floor
Denver, CO 80202
Attention: Corporate Trust Services

The undersigned City of Boulder, Colorado (the "City"), pursuant to a Lease Purchase Agreement dated as of May 1, 2025 (the "Lease") by and between The Boulder Municipal Property Authority (the "Corporation"), as lessor, and the City, as lessee, hereby requisitions the following sum from the Project Fund established under the Mortgage and Indenture of Trust dated as of May 1, 2025 (the "Indenture") by and between the Corporation, as grantor, and U.S. Bank Trust Company, National Association, as Trustee, and in connection with such request, certifies and warrants as follows:

Amount: \$ _____

Name and Address of Payee: _____

Describe Nature of Obligation: _____

The City further certifies and warrants that (a) the obligation described above has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous withdrawal or requisition; (b) all conditions required by the Lease to be met prior to the disbursement of the above amount have been satisfied; (c) the disbursement requested is due and payable and will be used for "Project Costs" permitted under the Lease; (d) all the representations contained in the Lease remain true and correct and the City is not in breach of any of the covenants contained therein; and (e) no Event of Default or Event of Nonappropriation and Nonrenewal under the Lease has occurred and is continuing.

CITY OF BOULDER, COLORADO

By _____
Name _____
Title _____

Date: _____

Attach:
—Invoice(s) supporting payment

MORTGAGE AND INDENTURE OF TRUST

between

THE BOULDER MUNICIPAL PROPERTY AUTHORITY,
as Grantor

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Dated as of May 1, 2025

NOTICE: This document serves as a Fixture Filing Financing Statement under Section 4-9-502, Colorado Revised Statutes

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THIS MORTGAGE AND INDENTURE OF TRUST (this “Indenture”) is dated as of May 1, 2025, and is entered into by and between **THE BOULDER MUNICIPAL PROPERTY AUTHORITY** (the “Corporation”), a nonprofit corporation duly organized and validly existing under the laws of the State of Colorado, as grantor, and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association duly organized and validly existing under the laws of the United States of America, as trustee at its corporate trust office in Denver, Colorado (the “Trustee”).

W I T N E S S E T H :

WHEREAS, the Corporation (a) is a nonprofit corporation that is duly organized, validly existing and in good standing under the laws of the State; (b) is duly qualified to do business in the State; (c) is authorized, under its articles of incorporation and bylaws, action of its board of directors and applicable law, to acquire the Leased Property, to lease the Leased Property to the City, to grant the Trust Estate to the Trustee, and to execute, deliver and perform its obligations under the Lease and this Indenture; and

WHEREAS, the Trustee (a) is a national banking association that is duly organized, validly existing and in good standing under the laws of the United States of America; (b) is duly qualified to do business in the State; and (c) is authorized, under its articles of association, action of its board of directors and applicable law, to accept the grant of the Trust Estate from the Corporation hereunder and to execute, deliver and perform its obligations under this Indenture; and

WHEREAS, the City has determined to finance the renovation and expansion of, and associated site work at the City’s Pavilion Building [located at _____], including any legally permitted costs and expenditures in connection therewith (collectively, the “Project”); and

WHEREAS, in furtherance of the City’s financing of the Project, the Corporation, as lessor, and the City, as lessee, have agreed pursuant to the Lease that the Corporation shall lease the Leased Property to the City and the City shall pay Base Rentals and Additional Rentals, subject, in each case, to the terms of the Lease; and

WHEREAS, pursuant to this Indenture, all of the Corporation’s right, title and interest in the Base Rentals received and to be received from the City pursuant to the Lease and the Corporation’s rights to receive certain other payments as provided herein and in the Lease are assigned by the Corporation to the Trustee; and

WHEREAS, pursuant to this Indenture, the Corporation has also granted to the Trustee a mortgage on the Leased Property; and

WHEREAS, in order to finance the Corporation’s acquisition of the Leased Property (the proceeds of which will be applied by the City to the payment of Project Costs), the Trustee shall execute and deliver the “The Boulder Municipal Property Authority Certificates of Participation, Series 2025” (the “Certificates”); and

WHEREAS, the Certificates of the Corporation shall evidence undivided interests in the right to receive Lease Revenues, shall be payable solely from the Trust Estate and no provision of the Certificates, this Indenture or the Lease shall be construed or interpreted (a) to directly or

indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year or for any Fiscal Year for which the City has not renewed the Lease; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the constitution of the State or any other Charter, constitutional or statutory limitation or provision; or (c) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the constitution of the State; and

WHEREAS, the Certificates shall be special, limited obligations payable solely from the Trust Estate on the terms provided herein; and

WHEREAS, the Trustee has entered into this Indenture for and on behalf of the Owners, and will, except as otherwise specifically provided herein, hold its rights hereunder, including its rights with respect to the Trust Estate, for the equal and proportionate benefit of the Owners, and will disburse moneys received by it in accordance with this Indenture; and

WHEREAS, all things necessary to make the Certificates, when executed and delivered by the Trustee and as in this Indenture provided, legal, valid and binding obligations enforceable against the Corporation and the Trustee in accordance with the terms thereof, and to constitute this Indenture a legal, valid and binding instrument for the security of the Certificates in accordance with the terms hereof, have been done and performed;

NOW, THEREFORE, THIS MORTGAGE AND INDENTURE OF TRUST WITNESSETH:

That the Corporation, in consideration of the premises and the mutual covenants herein contained and for the benefit of the Owners, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on all Certificates at any time Outstanding under this Indenture, according to their tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Certificates and herein contained, and to declare the terms and conditions upon and subject to which the Certificates are issued and secured, has executed and delivered this Indenture and has granted, bargained, sold, warranted, mortgaged, alienated, remised, released, conveyed, assigned, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, mortgage, alien, remise, release, convey, assign, pledge, set over and confirm unto the Trustee and to its successors and assigns forever, all and singular the following described property, franchises and income, including any title therein acquired after these presents:

(a) the Leased Property and all improvements and fixtures thereon, and the tenements, hereditaments, appurtenances, rights, privileges, and immunities thereto belonging or appertaining, subject to the terms of the Lease including, but not limited to, the terms of the Lease permitting the existence of Permitted Encumbrances;

(b) all rights, title, and interest of the Corporation in, to and under the Lease, other than the rights, title, and interest of the Corporation with respect to certain payments

or reimbursement to the Corporation thereunder for its costs, fees and expenses and the rights of third parties to Additional Rentals;

(c) all Lease Revenues, including without limitation all Base Rentals, the Purchase Option Price, if paid, and any Net Proceeds, subject to the application thereof as provided herein; and

(d) all money and securities from time to time held by the Trustee under this Indenture in the Debt Service Fund, the Project Fund, or any other fund or account created hereunder and held by the Trustee other than those excluded by Section 3.06 hereof, and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specially mortgaged, pledged or hypothecated, as and for additional security hereunder, by the Corporation, or by anyone on its behalf, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

SUBJECT, HOWEVER to the Corporation's retention of its rights to payment of its expenses and indemnification under the Lease and the rights of third parties to Additional Rentals payable to them under the Lease;

TO HAVE AND TO HOLD the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Trustee and its successors in said trust and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms herein set forth for the equal and proportionate benefit, security, and protection of all Owners, without privilege, priority or distinction as to the lien or otherwise of any of the Certificates over any other of the Certificates, except as otherwise provided herein;

PROVIDED, HOWEVER, that if the principal of the Certificates and the interest due or to become due thereon shall be paid at the times and in the manner mentioned in the Certificates, according to the true intent and meaning thereof, and if there are paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions hereof, then, upon such final payments, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Certificates issued and secured hereunder are to be executed and delivered and all said property, rights, interests, revenues, and receipts hereby pledged, assigned, and mortgaged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the Corporation has agreed and covenanted, and does hereby agree and covenant, with the Trustee for the benefit of the Owners, as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used herein and defined in the Lease shall have the same meanings in this Indenture. In addition, the following capitalized terms shall have the following meanings in this Indenture including the preambles of granting clauses hereto:

“*Additional Certificates*” means the Additional Certificates secured by the Trust Estate and executed and delivered pursuant to Section 2.12 hereof.

“*Bond Counsel*” means (a) as of the date of issuance of the Certificates, Kutak Rock LLP, and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the City with nationally recognized expertise in the issuance of municipal securities, the interest on which is excluded from gross income for federal income tax purposes.

“*Certificates*” means The Boulder Municipal Property Authority Certificates of Participation, Series 2025, authorized to be issued pursuant to this Indenture.

“*Corporation*” means The Boulder Municipal Property Authority, or any successor thereto.

“*Cost of Issuance Fund*” means the special fund created by Section 3.02 hereof.

“*Costs of Issuance*” means administrative costs of issuance of any Certificates, including the initial compensation and expenses of the Trustee, any fees and expenses of any underwriter or financial advisor that provides services in connection with the issuance of any Certificates, any fees or expenses of the Corporation or the City in connection with the issuance of any Certificates, legal fees and expenses, costs incurred in obtaining ratings from rating agencies, costs of immediately available funds, costs of publication and printing, recording and filing fees, costs of title insurance and any other related fees or expenses.

“*Date of Issuance*” means May [___], 2025.

“*Debt Service Fund*” means the special fund created by Section 3.01 hereof.

“*Defeasance Securities*” means (a) cash; (b) non-callable direct obligations of the United States of America (“Treasuries”); (c) evidences of ownership of proportionate interests in interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor, and the underlying Treasuries are not available to any Person claiming through the custodian or to whom the custodian may be obligated; or (d) pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively.

“*DTC*” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, and its successors or assigns.

“*Event of Default*” means (a) when used with respect to the Lease, an event described in Section 12.01 thereof and (b) when used with respect to this Indenture, an event described in Section 7.01 hereof.

“*Indenture*” means this Mortgage and Indenture of Trust and any amendment or supplement hereto.

“*Initial Purchaser*” means (a) with respect to the Certificates, [_____], and (b) with respect to any Additional Certificates, the purchasers designated as such in any Supplemental Indenture executed in connection with the issuance of such Additional Certificates.

“*Interest Account*” means the account of the Debt Service Fund created by and designated as such in Section 3.01(a) hereof.

“*Interest Payment Date*” means May 1 and November 1 of each year, commencing November 1, 2025.

“*Lease*” means the Lease Purchase Agreement dated as of the date hereof between the Corporation and the City and any amendment or supplement thereto.

“*Lease Revenues*” means (a) the Base Rentals; (b) the Purchase Option Price, if paid; (c) any Net Proceeds; (d) any earnings on moneys on deposit in the Debt Service Fund; (e) all other revenues derived from the Lease, excluding Additional Rentals; and (f) any other moneys to which the Trustee may be entitled for the benefit of the Owners.

“*Leased Property*” means the buildings, the site improvements, fixtures and the other real property described in Appendix B hereto, less any property condemned or replaced as provided in Sections 8.06 of the Lease, plus any real property substituted pursuant to Section 8.03 of the Lease.

“*Moody’s*” means Moody’s Ratings, and its successors and assigns.

“*Operations Center*” means the corporate trust operations office of the Trustee in St. Paul, Minnesota, or such other office designated by the Trustee.

“*Opinion of Counsel*” means a written opinion of legal counsel, who may be counsel to the Trustee or the Corporation.

“*Outstanding*” means all Certificates which have been executed and delivered, except:

(a) Certificates canceled or which shall have been surrendered to the Trustee for cancellation;

(b) Certificates in lieu of which other Certificates have been executed under Section 2.07 or 2.08 hereof;

(c) Certificates which have been redeemed as provided in Article IV hereof (including Certificates redeemed on payment of an amount less than the outstanding

principal thereof and accrued interest thereon to the redemption date as provided in Section 4.01 hereof);

(d) Certificates which are due and for which the Trustee holds funds for the benefit of the Owner thereof pursuant to Section 3.05 hereof; and

(e) Certificates which are otherwise deemed discharged pursuant to Section 10.01 hereof.

“*Owner*” of a Certificate means the registered owner of any Certificate as shown in the registration records of the Trustee.

“*Participant*” means, with respect to DTC or another Securities Depository, a member of or participant in DTC or such other Securities Depository, respectively.

“*Permitted Investments*” means any investment which the City is authorized to invest in under the laws of the State, its Charter, and the City’s investment policies.

“*Principal Account*” means the account of the Debt Service Fund created by and designated as such in Section 3.01(a) hereof.

“*Project Fund*” means the special fund created by Section 3.03 hereof.

“*Rebate Fund*” means the special fund created by Section 3.04 hereof.

“*Record Date*” means, with respect to each Interest Payment Date, the fifteenth day of the month (whether or not a Business Day) immediately preceding the month in which the Interest Payment Date occurs.

“*Securities Depository*” means DTC or, if applicable, any successor securities depository appointed pursuant to Section 2.10 hereof.

“*Special Record Date*” means a special date fixed to determine the names and addresses of Owners of Certificates for purposes of paying defaulted interest in accordance with Section 2.02 hereof.

“*Supplemental Indenture*” means any indenture supplementing or amending this Indenture that is adopted pursuant to Article IX hereof.

“*S&P*” means S&P Global Ratings, and its successors and assigns.

“*Tax Compliance Certificate*” means the Tax Compliance Certificate executed by the Corporation in connection with the issuance of the Certificates.

“*Trust Estate*” means the property mortgaged, pledged and assigned to the Trustee pursuant to the granting clauses hereof. The Trust Estate does not include the Rebate Fund or any escrow accounts established pursuant to Section 10.01 hereof.

“*Trustee*” means U.S. Bank Trust Company, National Association, acting in the capacity of trustee pursuant hereto, and any successor thereto appointed hereunder.

“*Trustee Representative*” means, as to any Trustee, any authorized officer of the Trustee.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF CERTIFICATES

Section 2.01. Authorized Amount of Certificates. No Certificates may be issued hereunder except in accordance with this Article. The aggregate principal amount of Certificates that may be issued hereunder shall be limited to \$[_____].

Section 2.02. Issuance of Certificates.

(a) The Certificates shall be issued, sold, and delivered hereunder for the purposes of (i) financing the Project and (ii) funding the Costs of Issuance Fund in order to pay the Costs of Issuance with respect thereto.

(b) The Certificates shall be issuable only as fully registered Certificates in the denominations of \$5,000 and any integral multiple thereof (provided that no Certificate may be in a denomination which exceeds the principal coming due on any maturity date and no individual Certificate may be issued for more than one maturity). The Certificates shall be numbered in such manner as shall be determined by the Trustee.

(c) The principal of any Certificate shall be payable to the Owner thereof as shown on the registration records of the Trustee upon maturity or prior redemption thereof and upon presentation and surrender at the Operations Center of the Trustee, except that such Owner shall not be required to present and surrender its Certificate in connection with a mandatory sinking fund redemption that does not represent the final maturity of the Certificate. Payment of interest on the Certificates shall be made by check or draft of the Trustee mailed, on or before each Interest Payment Date, to the Owner thereof at his address as it last appears on the registration records of the Trustee at the close of business on the Record Date. Any such interest not so timely paid shall cease to be payable to the Person who is the Owner thereof at the close of business on the Record Date and shall be payable to the Person who is the Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Trustee to the Owners of the Certificates, not less than 10 days prior to the Special Record Date, by first-class mail to each such Owner as shown on the Trustee’s registration records on a date selected by the Trustee, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Trustee may make payments of interest by wire transfer to any Person who is the Owner of in excess of \$1,000,000 in aggregate principal amounts of the Certificates.

Section 2.03. Certificate Details.

The Certificates shall be designated as “The Boulder Municipal Property Authority Certificates of Participation, Series 2025,” shall evidence undivided interests in the right to receive certain revenues payable by the City under the Lease, and shall be issued in the aggregate principal amount of \$[_____]. The Certificates shall be dated as of the Date of Issuance, shall mature on the dates and in the amounts set forth below, and shall bear interest from their Date of Issuance to maturity or prior redemption at the rates per annum shown below (based on a 360-day year comprised of twelve 30-day months), payable on each Interest Payment Date; except that Certificates which are reissued upon transfer, exchange or other replacement shall bear interest at the rates per annum shown below from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid, from the original dated date of the Certificates.

Dates Maturing (November 1)	Amounts Maturing	Interest Rate (Per Annum)
2025	\$	%
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		

The Certificates shall be in substantially the form set forth in Appendix A hereto, with such changes thereto, not inconsistent herewith, as may be necessary or desirable. Appendix A is an integral part of this Indenture and is incorporated herein as if set forth in full in the body of this Indenture.

Section 2.04. Limited Obligations. Each Certificate shall represent an undivided interest in the right to receive Lease Revenues and shall be payable solely from the Trust Estate in accordance with, and subject to the terms of this Indenture. No provision of the Certificates, this Indenture or the Lease shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year or for any Fiscal Year for which the City has not renewed the Lease; (b) as creating a debt or

multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the constitution of the State or any other Charter, constitutional or statutory limitation or provision; or (c) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any Person, company or corporation within the meaning of Article XI, Section 1 of the constitution of the State.

Section 2.05. Execution of Certificates. The manual signature of a duly authorized signatory of the Trustee shall appear on each Certificate. Any Certificate shall be deemed to have been executed by a duly authorized signatory of the Trustee if signed by the Trustee, but it shall not be necessary that the same signatory sign all of the Certificates issued hereunder. If any signatory of the Trustee whose signature appears on a Certificate shall cease to be such signatory before delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained a duly authorized signatory of the Trustee until delivery.

Section 2.06. Delivery of Certificates. Upon the execution and delivery of this Indenture, the Trustee shall execute and deliver such Certificates to the Initial Purchaser thereof, as hereinafter in this Section provided:

(a) Prior to the delivery by the Trustee of any of such Certificates, there shall have been filed with the Trustee (i) an originally executed counterpart of this Indenture, (ii) a certified copy of the Lease, and (iii) the title insurance policy or commitment required by Section 6.04 hereof.

(b) The Trustee shall deliver such Certificates to the Initial Purchaser of the Certificates, upon payment of the agreed purchase price of \$[_____], which sum shall be applied as follows:

(i) \$[_____] shall be deposited into the Project Fund to be applied by the Trustee, at the written direction of the City, to the payment of Project Costs or otherwise as provided in Section 3.03(c) hereof.

(ii) \$[_____] shall be deposited into the Costs of Issuance Fund to be used by the City to pay the Costs of Issuance with respect to the Certificates.

Section 2.07. Mutilated, Lost, Stolen or Destroyed Certificates. In the event that any Certificate is mutilated, lost, stolen or destroyed, a new Certificate may be executed by the Trustee, of like date, maturity, interest rate and denomination as that mutilated, lost, stolen or destroyed; provided that the Trustee shall have received such evidence, information or indemnity from the Owner of the Certificate as the Trustee and the Corporation may reasonably require, and provided further, in case of any mutilated Certificate, that such mutilated Certificate shall first be surrendered to the Trustee. In the event that any such Certificate shall have matured, instead of issuing a new Certificate, the Trustee may pay the same without surrender thereof. The Trustee will charge the Owner of the Certificate with its reasonable fees and expenses in this connection and require payment of such fees and expenses as a condition precedent to the delivery of a new Certificate.

Section 2.08. Registration of Certificates; Persons Treated as Owners; Transfer and Exchange of Certificates.

(a) Records for the registration and transfer of Certificates shall be kept by the Trustee which is hereby appointed the registrar for the Certificates. The principal of and interest on any Certificate shall be payable only to or upon the order of the Owner or his legal representative (except as otherwise herein provided with respect to Record Dates and Special Record Dates for the payment of interest). Upon surrender for transfer of any Certificate at the Operations Center of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney duly authorized in writing, the Trustee shall enter such transfer on the registration records and shall execute and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously assigned.

(b) Fully registered Certificates may be exchanged at the Operations Center of the Trustee for an equal aggregate principal amount of fully registered Certificates of the same maturity and interest rate of other authorized denominations. The Trustee shall execute and deliver Certificates which the Owner making the exchange is entitled to receive, bearing numbers not previously assigned.

(c) The Trustee may require the payment, by the Owner of any Certificate requesting exchange or transfer, of any reasonable charges as well as any taxes, transfer fees or other governmental charges required to be paid with respect to such exchange or transfer.

(d) The Trustee shall not be required to transfer or exchange (i) all or any portion of any Certificate during the period beginning at the opening of business 15 days before the day of the mailing by the Trustee of notice calling any Certificates for prior redemption and ending at the close of business on the day of such mailing; or (ii) all or any portion of a Certificate after the mailing of notice calling such Certificate or any portion thereof for prior redemption.

(e) Except as otherwise herein provided with respect to Record Dates and Special Record Dates for the payment of interest, the Person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or interest on any Certificate shall be made only to or upon the written order of the Owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge such Certificate to the extent of the sum or sums paid.

Section 2.09. Cancellation of Certificates. Whenever any Outstanding Certificates shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment thereof or for or after replacement pursuant to Section 2.07 or 2.08 hereof, such Certificates shall be promptly cancelled and destroyed by the Trustee.

Section 2.10. Book-Entry System.

Notwithstanding any other provision hereof, the Certificates shall be initially issued in the form of a separate single certificated fully registered Certificate for each of the maturities (and for each interest rate with the same maturity) set forth in Section 2.03 hereof. Upon initial issuance, the ownership of each Certificate shall be registered in the registration records kept by the Trustee in the name of Cede & Co. (“Cede”), as nominee of DTC. Except as provided in Section 2.10(a) hereof, all of the Outstanding Certificates shall be registered in the registration records kept by the Trustee in the name of Cede, as nominee of DTC.

With respect to Certificates registered in the registration records kept by the Trustee in the name of Cede, as nominee of DTC, the Corporation and the Trustee shall have no responsibility or obligation to any Participant or to any Person on behalf of which a Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, neither the Corporation nor the Trustee shall have responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Participant or any other Person, other than an Owner, as shown in the registration records kept by the Trustee, of any notice with respect to the Certificates, including any notice of redemption, (iii) the payment to any Participant or any other Person, other than an Owner, as shown in the registration records kept by the Trustee, of any amount with respect to principal of or interest on the Certificates, (iv) the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Certificates, or (v) any consent given or other action taken by DTC. The Corporation and the Trustee may treat and consider the Person in whose name each Certificate is registered in the registration records kept by the Trustee as the absolute Owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever, and neither the Corporation nor the Trustee will be affected by any notice to the contrary. The Trustee shall pay all principal of and interest on the Certificates only to or upon the order of the respective Owner, as shown in the registration records kept by the Trustee, or their respective attorneys duly authorized in writing, as provided in Section 2.08 hereof, and all such payments shall be valid and effective to fully satisfy and discharge the obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No Person, other than an Owner, as shown in the registration records kept by the Trustee, shall receive a certificated Certificate evidencing the obligation to make payments of principal and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions herein with respect to Record Dates, the word “Cede” in this Indenture shall refer to such new nominee of DTC.

(a) DTC may determine to discontinue providing its services with respect to the Certificates at any time by giving notice to the Corporation or the Trustee and discharging its responsibilities with respect thereto under applicable law.

(b) The Trustee, at the written direction of the Corporation, may terminate the services of DTC with respect to the Certificates if the Corporation determines that:

(i) DTC is unable to discharge its responsibilities with respect to the Certificates, or

(ii) a continuation of the requirement that all of the Outstanding Certificates be registered in the registration records kept by the Trustee in the name of Cede or any other nominee of DTC is not in the best interest of the beneficial owners of the Certificates.

(c) Upon the termination of the services of DTC with respect to the Certificates pursuant to subsection 2.10(a)(ii)(B) hereof, or upon the discontinuance by DTC of its services or the inability of DTC to provide services with respect to the Certificates pursuant to subsection 2.10(a)(i) or subsection 2.10(a)(ii)(A) hereof, respectively, the Corporation shall attempt to locate another qualified Securities Depository. If, however, no substitute Securities Depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Trustee and the Corporation, is willing and able to undertake such functions upon reasonable and customary terms, the Trustee shall be obligated to deliver certificated Certificates at the expense of the beneficial owners of the Certificates, as described in this Indenture, and the Certificates shall no longer be restricted to being registered in the registration records kept by the Trustee in the name of Cede as nominee of DTC, but may be registered in whatever name or names the Owner transferring or exchanging Certificates shall designate, in accordance with the provisions of this Indenture.

Section 2.11. Negotiability. Subject to the registration provisions hereof, the Certificates shall be fully negotiable and shall have all the qualities of negotiable paper, and the Owners thereof shall possess all rights enjoyed by the holders or owners of negotiable instruments under the provisions of the Uniform Commercial Code-Investment Securities. The principal of and interest on the Certificates shall be paid, and the Certificates shall be transferable, free from and without regard to any equities, set-offs or cross-claims between or among the Corporation, the Trustee and the original or any intermediate owner of any Certificates.

Section 2.12. Execution and Delivery of Additional Certificates. So long as the Lease Term shall remain in effect and no Event of Nonappropriation and Nonrenewal or Event of Default shall have occurred, one or more issues of Additional Certificates secured by the Trust Estate (the “Additional Certificates”) may be issued upon the terms and conditions provided herein.

Additional Certificates may be executed and delivered to provide funds for any one or more of the following: (i) refunding all or any portion of the Outstanding Certificates and Additional Certificates; (ii) completing the construction and equipping of the Project in excess of the amount available therefor in the Project Fund pursuant to Section 3.03 of this Indenture, (iii) at any time or from time to time, making such modifications and improvements in, on or to the Leased Property as the City may deem necessary or desirable; and (iv) paying costs incurred in connection with the execution and delivery of the Additional Certificates, any deposit to any reserve fund established in connection with the Additional Certificates that is necessary for the amount therein to equal the

maximum amount allowed under the Code and other costs reasonably related to the purpose for which the Additional Certificates are being executed and delivered.

Additional Certificates may be issued only upon there being filed with the Trustee:

(a) Originally executed counterparts of a Supplemental Indenture and an amendment to the Lease adopted in accordance with the requirements of Article IX hereof, including requirements regarding approval of the Certificate Owners, if applicable, expressly providing that, for all the purposes hereof, the Leased Property shall include any property, buildings or equipment being financed by the Additional Certificates and further providing for an increase in the Base Rentals required to be paid to the Trustee under Exhibit B to the Lease in such amount as shall be necessary to pay (assuming that no Event of Nonappropriation and Nonrenewal or Event of Default shall occur), the principal of and interest on the Certificates and any Additional Certificates theretofore executed and delivered and Outstanding as well as the Additional Certificates proposed to be executed and delivered.

(b) A written opinion or opinions of Bond Counsel, mutually acceptable to the City and the Trustee, to the effect that the amendment to the Lease and the execution and delivery of the Additional Certificates have been duly authorized, that the amendment to the Lease is valid and enforceable against the City, that the excludability from federal income taxation of the interest on the Certificates and any Additional Certificates theretofore executed and delivered with the expectation that the interest thereon will not be included in federal income taxation will not be adversely affected by the execution and delivery of the Additional Certificates proposed to be executed and delivered, and that the execution and delivery of the Additional Certificates will not constitute a default under the Lease or this Indenture nor cause any violation of the covenants, agreements or representations in the Lease or this Indenture.

(c) Evidence that the amount of the title insurance policy or policies required by Section 6.04 hereof has been increased, if necessary, to reflect the amount of the Certificates and Additional Certificates theretofore executed and delivered plus the Additional Certificates, (or such lesser amount as shall be the maximum insurable value of the Leased Property that is to be insured by such policy or policies).

Additional Certificates shall, in all cases, bear interest at fixed interest rates and, except for Additional Certificates that are executed and delivered for the purpose of refunding all or any portion of the Outstanding Certificates and Additional Certificates and for paying the costs and capitalized interest in connection with such refunding, shall mature, including sinking fund redemption dates, if any, on November 1 of each year, shall pay interest on May 1 and November 1 of each year and shall not be subject to redemption earlier than the Certificates. Each of the Additional Certificates executed and delivered pursuant to this Section 2.12 shall evidence an undivided interest in the right to receive Lease Revenues under the Lease, as amended, proportionately and ratably secured with the Certificates originally executed and delivered and all other issues of Additional Certificates, if any, executed and delivered pursuant to this Section 2.12, without preference, priority or distinction of any Certificates or Additional Certificates over any other.

ARTICLE III

FUNDS AND ACCOUNTS

Section 3.01. Debt Service Fund.

(a) ***Creation of the Debt Service Fund.*** A trust fund is hereby created and established with the Trustee to be designated “The Boulder Municipal Property Authority Certificates of Participation Debt Service Fund” (the “Debt Service Fund”) and, within such fund, the Interest Account and the Principal Account.

(b) ***Payments into the Interest Account of the Debt Service Fund.*** There shall be deposited into the Interest Account of the Debt Service Fund (i) that portion of each payment of Base Rentals made by the City which is designated and paid as the interest portion thereof under Exhibit B to the Lease, as it may be amended; (ii) any moneys transferred to the Interest Account of the Debt Service Fund from the Cost of Issuance Fund pursuant to Section 3.02(c) hereof; and (iii) all other moneys received by the Trustee under this Indenture accompanied by directions that such moneys are to be deposited into the Interest Account of the Debt Service Fund (including that portion of the Purchase Option Price to be applied to interest of the Certificates upon redemption).

(c) ***Payments into the Principal Account of the Debt Service Fund.*** There shall be deposited into the Principal Account of the Debt Service Fund (i) that portion of each payment of Base Rentals made by the City which is designated and paid as the principal component thereof under Exhibit B to the Lease, as it may be amended; and (ii) all other moneys received by the Trustee under this Indenture accompanied by directions that such moneys are to be deposited into the Principal Account of the Debt Service Fund (including that portion of the Purchase Option Price to be applied to principal of the Certificates upon redemption).

(d) ***Use of Moneys in Principal Account and Interest Account of the Debt Service Fund.*** Moneys in the Interest Account of the Debt Service Fund shall be used solely for the payment of interest on the Certificates and moneys in the Principal Account of the Debt Service Fund shall be used solely for the payment of the principal of the Certificates; provided that (i) in the event that there are any remaining moneys upon payment of the interest due on the Certificates, such moneys may be used for the payment of principal of the Certificates; and (ii) the Purchase Option Price and any other moneys transferred to the Debt Service Fund with specific instructions that such moneys be used to pay the redemption price of Certificates shall be used solely to pay the redemption price of Certificates.

Section 3.02. Costs of Issuance Fund.

(a) ***Creation of the Costs of Issuance Fund.*** A special fund is hereby created and established with the City to be designated the “The Boulder Municipal Property Authority Certificates of Participation Costs of Issuance Fund” (the “Costs of Issuance Fund”).

(b) ***Deposits Into the Costs of Issuance Fund.*** There shall be deposited into the Costs of Issuance Fund, from the proceeds of the sale of the Certificates, the amount set forth in Section 2.06(b) hereof.

(c) ***Use of Moneys in the Costs of Issuance Fund.*** Moneys held in the Costs of Issuance Fund shall be used by the City or by the Trustee, at the written direction of the City, to pay Costs of Issuance. After six months from the date of issuance, the City shall transfer any amounts remaining in the Costs of Issuance Fund that are not required to pay Costs of Issuance to the Trustee for deposit in the Interest Account of the Debt Service Fund and the City shall close the Costs of Issuance Fund.

Section 3.03. Project Fund.

(a) ***Creation of the Project Fund.*** A trust fund is hereby created and established to be held by the Trustee and designated the “The Boulder Municipal Property Authority Certificates of Participation Project Fund” (the “Project Fund”).

(b) ***Deposits into the Project Fund.*** There shall be deposited into the Project Fund, from the proceeds of the sale of the Certificates, the amount set forth in Section 2.06(b) hereof and any other funds that are accompanied by instructions to deposit the same into the Project Fund.

(c) ***Use of Moneys in the Project Fund.*** Amounts on deposit in the Project Fund shall be disbursed at the written direction of the City to pay Project Costs by providing a requisition, in the form provided as Exhibit D of the Lease, to the Trustee signed by a City Representative. Any moneys held as part of the Project Fund shall be invested and reinvested by the Trustee in accordance with the terms of this Indenture, and the income therefrom shall remain in the Project Fund to pay the Project Costs or, at the direction of the City, be deposited in the Debt Service Fund. Any moneys remaining in the Project Fund on completion of the Project, as certified by the City, shall be transferred to the Interest Account of the Debt Service Fund and used for the purposes of such Fund.

Section 3.04. Rebate Fund.

(a) ***Creation of the Rebate Fund.*** A special fund is hereby created and established with the Trustee to be designated the “The Boulder Municipal Property Authority Certificates of Participation Rebate Fund” (the “Rebate Fund”).

(b) ***Deposits into the Rebate Fund.*** There shall be deposited into the Rebate Fund (i) all amounts paid by the City pursuant to subsection (e) of this Section; and (ii) all other moneys delivered to the Trustee by the City, the Corporation or any other Person that are accompanied by instructions to deposit the same into the Rebate Fund.

(c) ***Use of Moneys in the Rebate Fund.*** Not later than the date set forth in the Tax Compliance Certificate, and every five years thereafter, the Trustee on behalf of the Corporation shall pay to the United States of America 90% of the amount required, if any, to be on deposit in the Rebate Fund as of such payment date. Not later than 60 days after the final retirement of the Certificates, the Trustee on behalf of the Corporation shall pay

to the United States of America 100% of the amount required, if any, to be on deposit in the Rebate Fund which shall remain in effect for such period of time as is necessary for such final payment to be made. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden Submission Processing Center, Ogden, Utah 84201 or at such other address as may then be required. Each payment shall be accompanied by a copy of the Internal Revenue Form 8038-T originally filed with respect to the Certificates and a statement summarizing the determination of the amount to be paid to the United States of America. There is reserved to the Corporation and the City the right, in all events, to pursue such remedies and procedures as are available to it in order to assert any claim of overpayment of any rebated amounts.

(d) ***Administration of Rebate Fund.*** The Corporation or the City shall make or cause to be made all requisite rebate calculations and notify the Trustee of the resulting rebate amount so as to provide the information required to transfer moneys to the Rebate Fund pursuant to subsection (b) of this Section. The Trustee shall make deposits to and disbursements from the Rebate Fund in accordance with the Investment Instructions (the "Investment Instructions") and the Tax Compliance Certificate executed by the City in connection with the issuance of the Certificates or any similar certificate or instrument delivered by the City in connection with the initial delivery of any Additional Certificates. The Trustee shall invest the Rebate Fund pursuant to said Investment Instructions and shall deposit income from said investments immediately upon receipt thereof in the Rebate Fund, all as set forth in the Investment Instructions. The Investment Instructions may be superseded or amended by new Investment Instructions drafted by and accompanied by an opinion of Bond Counsel addressed to the Trustee to the effect that the use of said new Investment Instructions will not cause the interest on the Certificates to be included in the gross income of the recipients thereof for purposes of federal income taxation. The City will employ, at its expense, a designated agent to calculate the amount of deposits to and disbursements from the Rebate Fund based upon information furnished by the Corporation and the Trustee. If a withdrawal from the Rebate Fund is permitted as a result of the computation described in the Investment Instructions, the amount withdrawn shall be deposited in the Debt Service Fund. Records of the determinations required by this Section and the Investment Instructions must be retained by the Corporation and the Trustee until four (4) years after the later of the final retirement of the Certificates or any certificates issued to refund the Certificates.

(e) ***Payments by the City.*** The City has agreed in the Lease that, to the extent that the Lease is in effect, if, for any reason, the amount on deposit in the Rebate Fund is less than the amount required to be paid to the United States of America on any date, the City will pay to the Trustee the amount required to make such payment on such date.

Section 3.05. Nonpresentment of Certificates. In the event any Certificate shall not be presented for payment when due, if funds sufficient to pay such Certificate shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds without liability for interest thereon, for the benefit of the Owner of such Certificate, who shall be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on or with respect to such Certificate. Funds so held but unclaimed

by an Owner shall be delivered to the Corporation after the expiration of five years or, upon receipt by the Trustee of an opinion of Bond Counsel that such funds may be released to the Corporation on such earlier date, on any earlier date designated by the Corporation. Principal payments in connection with mandatory sinking fund redemption hereunder shall not require presentation of the Certificate for payment.

Section 3.06. Moneys to be Held in Trust. The Debt Service Fund, the Project Fund, the Cost of Issuance Fund, and, except for the Rebate Fund and any escrow accounts established pursuant to Section 10.01 hereof, any other fund or account created hereunder shall be held by the Trustee, for the benefit of the Owners as specified in this Indenture, subject to the terms of this Indenture and the Lease. The Rebate Fund shall be held by the Trustee for the purpose of making payments to the United States of America pursuant to Section 3.04(c) hereof. Any escrow account established pursuant to Section 10.01 hereof shall be held for the benefit of the Owners of the Certificates to be paid therefrom as provided in the applicable escrow agreement.

Section 3.07. Repayment to the City from the Trustee. After payment in full of the principal of and interest on the Certificates, all rebate payments due to the United States of America, the fees and expenses of the Trustee and the Corporation and all other amounts required to be paid hereunder, any remaining amounts held by the Trustee pursuant hereto shall be paid to the City.

ARTICLE IV

REDEMPTION OF CERTIFICATES

Section 4.01. Redemption of Certificates in Whole Upon an Event of Nonappropriation and Nonrenewal or Event of Default under the Lease.

(a) The Certificates shall be called for redemption in whole, at a redemption price determined pursuant to subsection (b) of this Section, on any date, in the event of the occurrence of an Event of Nonappropriation and Nonrenewal under the Lease or the occurrence and continuation of an Event of Default under the Lease.

(b) The redemption price for any redemption pursuant to this Section shall be the lesser of (i) the principal amount of the Certificates, plus accrued interest to the redemption date (without any premium); or (ii) the sum of (A) the amount, if any, received by the Trustee or the Corporation from the exercise of remedies under the Lease and this Indenture with respect to an Event of Nonappropriation and Nonrenewal or the occurrence and continuation of an Event of Default that gave rise to such redemption; and (B) the other amounts available in the Trust Estate for payment of the redemption price of the Certificates (including amounts then held in any other trust fund or account), which amounts shall be allocated among the Certificates in proportion to the principal amount of each Certificate. Notwithstanding any other provision hereof, the payment of the redemption price of any Certificate pursuant to this Section shall be deemed to be the payment in full of such Certificate and no Owner of any Certificate redeemed pursuant to this Section shall have any right to any payment from the Corporation, the Trustee, or the City in excess of such redemption price.

(c) In addition to any other notice required to be given under this Article or any other provision hereof, the Trustee shall, upon the occurrence of an Event of Nonappropriation and Nonrenewal or an Event of Default under the Lease, notify the Owners (i) that such event has occurred and (ii) whether or not the funds then available to it for such purpose are sufficient to pay the redemption price set forth in clause (i) of subsection (b) of this Section. If the funds then available to the Trustee are sufficient to pay the redemption price set forth in clause (i) of subsection (b) of this Section, such redemption price shall be paid as soon as possible. If the funds then available to the Trustee are not sufficient to pay the redemption price set forth in clause (i) of subsection (b) of this Section, the Corporation and the Trustee shall (A) pay the portion of the redemption price that can be paid from the funds available, net of any funds which, in the judgment of the Trustee, should be set aside to pursue remedies under the Lease and this Indenture and (B) subject to the provisions of Article VII hereof, begin to exercise and shall pursue all remedies available to them under the Lease in connection with such Event of Nonappropriation and Nonrenewal or Event of Default and under this Indenture. The remainder of the redemption price, if any, shall be paid to the Owners if and when funds become available to the Trustee from the exercise of such remedies.

Section 4.02. Redemption of Certificates in Whole Upon Payment of Purchase Option Price. The Certificates maturing on or after November 1, 20[] shall be called for redemption, in whole, at a redemption price equal to the principal amount of the Certificates, plus accrued interest, on any date on and after November 1, 20[], in the event of, and to the extent that moneys are actually received by the Trustee from, the exercise by the City of its option to purchase in full the Leased Property as provided in the Lease, upon payment of the then applicable Purchase Option Price.

Section 4.03. Optional Redemption. The Certificates maturing prior to November 1, 20[] shall not be subject to optional redemption prior to their respective maturity dates. The Certificates maturing on and after November 1, 20[] shall be subject to redemption prior to their respective maturity dates at the option and direction of the City, in whole or in part, in integral multiples of \$5,000, and if in part in such order of maturity as the City shall determine and by lot within a maturity, on November 1, 20[], and on any date thereafter, at a redemption price equal to the principal amount of the Certificates so redeemed plus accrued interest to the redemption date and without a premium.

In the case of a partial redemption of Certificates pursuant to this Section, the City shall provide the Trustee with a revised Base Rentals Payment Schedule constituting a new Exhibit B to the Lease, which shall adjust the principal and interest portions of the Base Rentals to reflect the redemption of the amounts and maturities of the corresponding Certificates.

Section 4.04. Mandatory Sinking Fund Redemption.

(a) The Certificates maturing on November 1, 20[] are subject to mandatory sinking fund redemption by lot on November 1 of the years and in the principal amounts specified below, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.

Mandatory Redemption Date (November 1)	Amount to be Redeemed
---	----------------------------------

20[]	\$
20[]	

¹ Maturity date.

(b) The Certificates maturing on November 1, 20[] are subject to mandatory sinking fund redemption by lot on November 1 of the years and in the principal amounts specified below, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.

Mandatory Redemption Date (November 1)	Amount to be Redeemed
---	----------------------------------

20[]	\$
20[]	

¹ Maturity date.

(c) The principal amount of Certificates to be redeemed on any date pursuant to this Section shall be reduced by the principal amount of any Certificates of the same maturity that have, on or before the forty-fifth day next preceding the sinking fund redemption date, been delivered to the Trustee for cancellation or have been redeemed pursuant to Section 4.03 hereof and have not previously been applied as a credit against any sinking fund obligation.

Section 4.05. Notice of Redemption.

(a) Notice of the call for any redemption, identifying the Certificates or portions thereof to be redeemed and specifying the terms of such redemption, shall be given by the Trustee by mailing a copy of the redemption notice by United States first-class mail, at least 30 days prior to the date fixed for redemption, to the Owner of each Certificate to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings of any Certificates as to which no such failure has occurred.

(b) Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice.

(c) If at the time of mailing of notice of redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Certificates called for redemption, which moneys are or will be available for redemption of Certificates, such notice shall state that it is conditional upon the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Section 4.06. Redemption Payments.

(a) On or prior to the date fixed for redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Certificates called for redemption, together with accrued interest thereon to the redemption date. Upon the giving of notice by the Trustee to the Owner of each Certificate to be redeemed and the deposit of such funds as may be available for redemption pursuant to this Indenture (which, in the case of redemption pursuant to Section 4.01 hereof, may be less than the full principal amount of the Outstanding Certificates and accrued interest thereon to the redemption date), interest on the Certificates or portions thereof thus called for redemption shall no longer accrue from and after the date fixed for redemption.

(b) The Trustee shall pay to the Owners of Certificates so redeemed the amounts due on their respective Certificates at the Operations Center of the Trustee upon presentation and surrender of the Certificates.

Section 4.07. Cancellation. All Certificates which have been redeemed shall not be reissued but shall be cancelled and destroyed by the Trustee in accordance with Section 2.09 hereof.

ARTICLE V

INVESTMENTS

Section 5.01. Investment of Moneys. All moneys held as part of the Debt Service Fund, the Project Fund or any other Fund or Account created hereunder or under the Lease shall, subject to Sections 5.02 and 6.03 hereof, be deposited or invested and reinvested by the Trustee, at the written direction of the City, in Permitted Investments; provided, however, that the Trustee shall make no deposits or investments of any Fund or Account created hereunder which shall interfere with or prevent withdrawals for payment of Project Costs or for payment of the Certificates at or before maturity or of interest thereon as required hereunder. The Trustee may conclusively rely upon the City's written instructions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification to the Trustee that such directed investments constitute Permitted Investments and comply with the provisions of the Tax Compliance Certificate. In the absence of written direction by the City, the Trustee is hereby directed to invest in any money market fund that qualifies as a Permitted Investment. All investments and reinvestments of any amounts pursuant to this Indenture or the Lease shall be made in accordance with the provisions of this Indenture; and all investments and reinvestments of any amounts deemed to be, for purposes of the Code, proceeds of the Certificates, shall be in accordance with the requirements of the Tax Compliance Certificate executed by the City in connection with the execution and delivery of the Certificates, unless the Trustee shall receive an opinion of Bond Counsel to the effect that an alternate investment or reinvestment shall not adversely affect the excludability from federal income taxation of interest on the Certificates, in which case such investment or reinvestment may be made in accordance with such opinion. Any and all such deposits or investments shall be held by or under the control of the Trustee.

The Trustee may make any and all such deposits or investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. Income from deposits or investments of moneys held in the Funds and Accounts under this Indenture shall be deposited as follows: income derived from the investment of moneys held in the Project Fund shall be deposited as provided in Section 3.03 hereof and deposits or investments of moneys held in the Funds and Accounts under this Indenture shall at all times be a part of the Fund or Account from which the moneys used to acquire such deposits or investments shall have come and the income therefrom shall be deposited to, and all losses thereon shall be charged against, such Fund or Account. In computing the amount in any Fund or Account held under the provisions of this Indenture, obligations purchased as a deposit or investment of moneys therein shall be valued on each Interest Payment Date at the cost or market price thereof, whichever is lower, exclusive of accrued interest. Where market prices for obligations held hereunder are not readily available, the market price for such obligations may be determined in such manner as the Trustee deems reasonable. The Trustee shall sell and reduce to cash a sufficient amount of such deposits or investments whenever the cash balance in any Fund or Account created hereunder is insufficient to satisfy the purposes of such Fund or Account.

Unless otherwise confirmed or directed in writing, an account statement delivered periodically by the Trustee to the City shall confirm that the investment transactions identified therein accurately reflect the investment directions of the City, unless the City notifies the Trustee in writing to the contrary within thirty days of the date of such statement. It is specifically provided herein that the Trustee may purchase or invest in shares of any investment company that (i) is registered under the Investment Company Act of 1940, as amended (including both corporations and Massachusetts business trusts, and including companies for which the Trustee may provide advisory, administrative, custodial or other services for compensation), (ii) invests substantially all of its assets in short-term high-quality money-market instruments, limited to obligations issued or guaranteed by the United States, and (iii) maintains a constant asset value per share, and, the Trustee may implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments.

Section 5.02. Arbitrage Covenant. In reliance on the written direction of investments by the City as provided in Section 5.01 of this Indenture, the Trustee covenants to and for the benefit of the Certificate Owners that so long as any of the Certificates remain Outstanding, moneys, constituting proceeds of the Certificates for purposes of the Code, in any Fund or Account held by the Trustee under this Indenture, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other source, will not be knowingly deposited or invested in a manner which will cause the Certificates to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. The Trustee shall not be responsible for any determination or calculation concerning arbitrage rebate with respect to the Certificates, or for determining whether the yield on any investments made in accordance with this Indenture would cause, or whether any other facts exist which would cause, any of the Certificates to become arbitrage bonds under Section 148 of the Code.

ARTICLE VI

COVENANTS OF THE CORPORATION

Section 6.01. Representations, Covenants and Warranties Regarding Execution, Delivery and Performance of Indenture. The Corporation represents, covenants and warrants that:

(a) The Corporation (i) is a nonprofit corporation that is organized, validly existing and in good standing under the laws of the State, (ii) is duly qualified to do business in the State and (iii) is authorized, under its articles of incorporation and bylaws, action of its board of directors and applicable law, to own and manage its properties, to conduct its affairs in the State, to own the Leased Property, to lease the Leased Property to the City, to execute, deliver and perform its obligations under the Lease and hereunder, to grant the Trust Estate to the Trustee and to execute, deliver and perform its obligations hereunder.

(b) The execution, delivery and performance of this Indenture by the Corporation has been duly authorized by the Corporation.

(c) This Indenture is enforceable against the Corporation in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the constitution of the United States of America.

(d) The execution, delivery and performance of the terms of this Indenture by the Corporation does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitute a default under any of the foregoing, in a manner which affects the validity or enforceability of the provisions of this Indenture or the Lease, or, except as specifically provided in this Indenture or the Lease, result in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the Corporation.

(e) There is no litigation or proceeding pending or threatened against the Corporation or any other Person affecting the right of the Corporation to execute, deliver or perform its obligations under this Indenture.

Section 6.02. Maintenance of Existence; Performance of Obligations.

(a) The Corporation shall at all times maintain its corporate existence and will use its best efforts to maintain, preserve and renew all the rights and powers provided to it under its articles of incorporation and bylaws, action of its board of directors and applicable law; provided, however, that this covenant shall not prevent the assumption, by operation of law or otherwise, by any Person of the rights and obligations of the Corporation

hereunder, but only if and to the extent such assumption does not materially impair the rights of the Owner of any Outstanding Certificate.

(b) The Corporation shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under the provisions of this Indenture, the Lease, any other instrument or other arrangement to which it is a party that benefits the Owners of any Outstanding Certificates and any other Requirement of Law.

Section 6.03. Tax Covenant. The Corporation shall not take any action or omit to take any action with respect to the Certificates, the proceeds of the Certificates, the Trust Estate, the Leased Property or any other funds or property of the Corporation held hereunder and it will not permit any other Person to take any action or omit to take any action with respect to the Trust Estate or the Leased Property or the use thereof if such action or omission would cause interest on any of the Certificates to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In furtherance of this covenant, the Corporation agrees to comply with the procedures set forth in the Tax Compliance Certificate delivered in connection with the issuance of the Certificates. The covenants set forth in this Section shall remain in full force and effect notwithstanding the payment in full or defeasance of the Certificates until the date on which all obligations in fulfilling such covenants have been met. The covenants set forth in this Section shall not, however, apply to any series of Certificates if, at the time of issuance, the Corporation intends the interest on such series of Certificates to be subject to federal income tax.

Section 6.04. Title Insurance. The Trustee shall be provided with a standard mortgagee's title insurance policy insuring the Trustee's mortgage interest in the real estate included in the Leased Property, subject only to Permitted Encumbrances, in an amount not less than the principal amount of the Certificates. Such policy, or a binding commitment therefor, shall be provided to the Trustee concurrently with the issuance of the Certificates.

Section 6.05. Sale or Encumbrance of Leased Property. As long as there are any Outstanding Certificates, and except as otherwise permitted by this Indenture and except as the Lease otherwise specifically requires, the Corporation shall not allow any lien or encumbrance thereon except for Permitted Encumbrances (including the Lease) and shall not sell or otherwise dispose of any of the Leased Property.

Section 6.06. Rights of Trustee under Lease. The Corporation hereby covenants to the Trustee for the benefit of the Owners that the Corporation will observe and comply with its obligations under the Lease, and represents and warrants that all the representations made by the Corporation in the Lease are true. Wherever in the Lease it is stated that the City will notify the Corporation, or wherever the Lease gives the Corporation or the Trustee some right or privilege, such part of the Lease shall be as if it were set forth in full in this Indenture. The Corporation agrees that the Trustee, as assignee of the Corporation under the Lease, may enforce, in its name or in the name of the Corporation, all rights of the Corporation and all obligations of the City under the Lease, for and on behalf of the Owners, whether or not the Corporation is in default under this Indenture.

Section 6.07. Defense of Trust Estate. The Corporation shall at all times, to the extent permitted by law, defend, preserve and protect its title to the Leased Property and the other property or property rights included in the Trust Estate, the grant of the Trust Estate to the Trustee under this Indenture and all the rights of the Owners under this Indenture against all claims and demands of all Persons whomsoever.

Section 6.08. Limited Activity Enterprise. The Corporation shall not engage in any activities other than the ownership and operation of property and activities related to the ownership and operation of property.

Section 6.09. Inspection of the Leased Property. The Trustee and its duly authorized agents shall have the rights (but shall have no obligation), on reasonable notice to the Corporation and the City, at all reasonable times, to examine and inspect the Leased Property (subject to such regulations as may be imposed by the Corporation and the City for security purposes). The Trustee and its duly authorized agents shall also be permitted (but shall have no obligation), at all reasonable times, to examine the books, records, reports and other papers of the Corporation with respect to the Leased Property.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Any of the following shall constitute an “Event of Default” under this Indenture:

- (a) Default in the payment of the principal of any Certificate when the same shall become due and payable, whether at the stated maturity thereof or upon proceedings for redemption.
- (b) Default in the payment of any installment of interest on any Certificate when the same shall become due and payable.
- (c) The occurrence of an Event of Nonappropriation and Nonrenewal or an Event of Default under the Lease.
- (d) Failure by the Corporation to cure any noncompliance with any other provision of this Indenture within 30 days after receiving notice of such noncompliance.

Section 7.02. Remedies on Default.

- (a) Upon the occurrence of an Event of Default described in Section 7.01(c) hereof, the Trustee, as assignee of the rights of the Corporation under the Lease may, or at the request of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding shall, without any further demand or notice, take one or any combination of the remedial steps described in Section 12.02 of the Lease; subject to indemnification of the Trustee as provided in Section 8.02(n) hereof.

(b) The Trustee shall also be entitled, upon any Event of Default described in Section 7.01(c) hereof to any moneys in any funds or accounts created hereunder (except the Rebate Fund and any escrow accounts established pursuant to Section 10.01 hereof).

(c) Upon any Event of Default described in Section 7.01(a) or (b) hereof, the Trustee may take whatever action at law or in equity, including but not limited to the appointment of a receiver, may appear necessary or desirable to enforce the rights of the Owners, including but not limited to, its rights as assignee of the Corporation's rights under the Lease and as mortgagee hereunder.

(d) No right or remedy is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

(e) Subject to Section 7.03 hereof, if any Event of Default under this Indenture shall have occurred and if requested by the Owners of a majority in aggregate principal amount of Certificates then Outstanding, the Trustee shall be obligated to exercise one or more of the rights and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Owners.

(f) Subject to Section 7.03 hereof, the Trustee, as assignee of the rights of the Lease, shall control all remedies available to the Corporation under the Lease.

Section 7.03. Majority of Owners May Control Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Certificates then Outstanding shall have the right, at any time, to the extent permitted by law, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver, and any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions hereof. The Trustee shall not be required to act on any directive given to it pursuant to this Section unless indemnified as provided in Section 8.02 hereof.

Section 7.04. Rights and Remedies of Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default under this Indenture has occurred of which the Trustee has been notified as provided in Section 8.02(h) hereof, or of which by Section 8.02(h) hereof it is deemed to have notice, and the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceedings in its own name nor unless they have also offered to the Trustee indemnity as provided in Section 8.02 hereof; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Owners shall have any right in

any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by his, her, its or their action or to enforce any right hereunder except in the manner herein provided and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Certificates then Outstanding. Nothing contained in this Indenture shall, however, affect or impair the right of any Owner to enforce the payment of the principal of or interest on any Certificate at and after the maturity thereof.

Section 7.05. Purchase of Leased Property by Owner or Trustee; Application of Certificates Toward Purchase Price. Upon the occurrence of an Event of Default hereunder, the lien on the Leased Property created and vested in the Trustee hereunder may be foreclosed either by sale at public auction or by proceedings in equity. Upon any such sale, any Owner or the Trustee may bid for and purchase the Leased Property; and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in his, her, its or their own absolute right without further accountability; and any purchaser at any such sale may, if permitted by law, after allowing for the proportion of the total purchase price required to be paid in cash for the costs and expenses of the sale, compensation and other charges, in paying the purchase money, turn in Certificates then Outstanding in lieu of cash, equal to the amount which shall, upon distribution of the Net Proceeds of such sale and any other moneys available hereunder, be payable thereon. If the Trustee shall acquire the Leased Property, as a result of any such foreclosure sale, or any proceeding or transaction in lieu of foreclosure, the Trustee shall thereafter sell the Leased Property and may take any further lawful action with respect to the Leased Property which it shall deem to be in the best interest of the Owners, including but not limited to the enforcement of all rights and remedies set forth in the Lease and this Indenture and the taking of all other courses of action permitted herein or therein.

The foregoing paragraph notwithstanding, in no event shall the Trustee be required to foreclose on, take title to, take possession of or operate any part or all of the Leased Property unless (a) it shall have been provided with indemnity satisfactory to it from the Owners of the Certificates for the reimbursement of all expenses which it may incur and to protect it against all risk and liability related to or arising from the foreclosure, taking of title to, possession or operation of the collateral and (b) it shall have been furnished any environmental surveys or audits (including without limitation Phase audits) or any other information which in its sole judgment the Trustee deems necessary or advisable to protect the interests of the Trustee or the Owners of the Certificates. The Trustee may decline to foreclose on, take title to, take possession of or operate any part or all of the Leased Property if in its reasonable judgment based on the materials described in clause (b) above such action might subject it to potential liability not adequately covered by the indemnity referred to in clause (a) above.

Section 7.06. Waiver of Appraisal, Valuation, Stay, Execution and Redemption Laws. The Corporation agrees, to the extent permitted by law, that upon the occurrence of an Event of Default hereunder, neither the Corporation nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the Trust Estate to the extent permitted hereunder, or the final and absolute surrender of possession, immediately after such sale, to the purchasers; and the Corporation, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws, and any

and all right to have the estates comprised in the security intended to be hereby created marshaled upon any foreclosure of the lien hereof and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Leased Property as an entirety.

Section 7.07. Trustee May Enforce Rights Without Certificates. All rights of action and claims under this Indenture or any of the Certificates Outstanding hereunder may be enforced by the Trustee without the possession of any of the Certificates or the production thereof in any trial or proceedings relative thereto; and any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Owners of the Certificates, and any recovery of judgment shall be for the ratable benefit of the Owners, subject to the provisions hereof.

Section 7.08. Trustee to File Proofs of Claim in Receivership, Etc. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Leased Property, the Trustee shall, to the extent permitted by law, be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have claims of the Trustee and of the Owners allowed in such proceedings for the entire amount due and payable on the Certificates under this Indenture, at the date of the institution of such proceedings and for any additional amounts which may become due and payable by it after such date, without prejudice, however, to the right of any Owner to file a claim in its own behalf.

Section 7.09. Delay or Omission No Waiver. No delay or omission of the Trustee or of any Owner to exercise any right or power accruing upon any Event of Default hereunder shall exhaust or impair any such right or power or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every power and remedy given by this Indenture may be exercised from time to time and as often as may be deemed expedient.

Section 7.10. No Waiver of One Event of Default to Affect Another. No waiver of any Event of Default hereunder, whether by the Trustee or the Owners, shall extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.11. Discontinuance of Proceedings on Event of Default; Position of Parties Restored. In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Corporation, the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.12. Waivers of Events of Default. The Trustee may, in its discretion waive any Event of Default hereunder and its consequences, and notwithstanding anything else to the contrary contained in this Indenture shall do so upon the written request the Owners of a majority in aggregate principal amount of all the Certificates then Outstanding; provided, however, that there shall not be waived without the consent of the Owners of 100% of the Certificates then Outstanding as to which the Event of Default exists (a) any Event of Default in the payment of the

principal of any Outstanding Certificates at the date of maturity specified therein; or (b) any Event of Default in the payment when due of the interest on any such Certificates, unless prior to such waiver or rescission, all arrears of interest and all arrears of payments of principal then due, as the case may be (including interest on all overdue installments at the highest rate due on the Certificates), and all fees and expenses of the Trustee in connection with such Event of Default shall have been paid or provided for (including attorneys fees and expenses). In case of any such waiver, or in case any proceedings taken by the Trustee on account of any such Event of Default hereunder shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Corporation, the Trustee, the City and the Owners shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default hereunder, or impair any right consequent thereon.

Section 7.13. Application of Moneys in Event of Indenture Default. Any moneys received, collected or held by the Trustee following an Event of Default under this Section and any other moneys held as part of the Trust Estate (except for moneys held in the Costs of Issuance Fund or any escrow accounts established pursuant to Section 10.01 hereof) shall be applied in the following order:

- (a) To the payment of the reasonable costs, expenses, liabilities and advances incurred or made by the Trustee, including, but not limited to, its counsel fees, and disbursements of the Trustee, and the payment of its reasonable compensation, including any amounts remaining unpaid;
- (b) To the payment of interest then owing on the Certificates, and in case such moneys shall be insufficient to pay the same in full, then to the payment of interest ratably, without preference priority of one Certificate over another or of any installment of interest over any other installment of interest;
- (c) To the payment of principal or redemption price (as the case may be) then owing on the Outstanding Certificates, and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or redemption price ratably, without preference or priority of one Certificate over another; and
- (d) The surplus, if any, shall be paid to the City.

ARTICLE VIII

CONCERNING THE TRUSTEE

Section 8.01. Representations, Covenants and Warranties Regarding Execution, Delivery and Performance of Indenture. The Trustee represents, covenants and warrants that:

- (a) The Trustee (i) is a national banking association that is duly organized, validly existing and in good standing under the laws of the United States of America, (ii) is duly qualified to do business in the State and (iii) is authorized, under its articles of association, action of its board of directors and applicable law, to own and manage its properties, to conduct its affairs in the State, to accept the grant of the Trust Estate (defined

herein) from the Corporation hereunder and to execute, deliver and perform its obligations under this Indenture.

(b) The execution, delivery and performance of this Indenture by the Trustee has been duly authorized by the Trustee.

(c) This Indenture is enforceable against the Trustee in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the constitution of the United States of America.

(d) The execution, delivery and performance of the terms of this Indenture by the Trustee does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Indenture or the Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon the Trust Estate or any of the property or assets of the Trustee.

(e) To the best of its knowledge and upon reasonable inquiry, there is no litigation or proceeding pending or threatened against the Trustee affecting the right of the Trustee to execute, deliver or perform its obligations under this Indenture.

(f) The Trustee is hereby advised and acknowledges and recognizes that the Lease will be terminated upon the occurrence of an Event of Nonappropriation and Nonrenewal thereunder, and that a failure by the City to appropriate funds and renew the Lease in a manner that results in an Event of Nonappropriation and Nonrenewal under the Lease is a legislative act that is solely within the discretion of the City Council of the City.

Section 8.02. Duties of the Trustee. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default hereunder and after the curing or waiver of all Events of Default which may have occurred under this Indenture, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default hereunder has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise as a reasonable and prudent person would exercise or use under the circumstances in the conduct of such person's affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be

answerable for the conduct of the same if the attorneys, agents, receivers or employees were selected with reasonable care, and shall be entitled to act upon an Opinion of Counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon an Opinion of Counsel and shall not be responsible for any loss or damage resulting from any action or nonaction taken by or omitted to be taken in good faith in reliance upon such Opinion of Counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Certificates (except in respect of the execution of the Certificates on behalf of the Trustee), for collecting any insurance moneys or for the validity of the execution by the Corporation of this Indenture, any Supplemental Indenture or any instruments of further assurance, or for the sufficiency of the security for the Certificates issued hereunder or intended to be secured hereby, or for the value of or title to the Leased Property. The Trustee shall have no obligation to perform any of the duties of the Corporation under the Lease; and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it pursuant to instructions from the Corporation in accordance with Article V hereof. The Trustee shall have no responsibility or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Certificates.

(d) The Trustee shall not be accountable for the use of any Certificates delivered to the Initial Purchaser hereunder. The Trustee may become the Owner of Certificates with the same rights which it would have if not Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the Owner of any Certificate shall be conclusive and binding upon any Certificates issued in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Corporation by the Corporation Representative or such other Person as may be designated for such purpose by the Corporation, as sufficient evidence of the facts therein contained.

(g) The permissive right of the Trustee to do things enumerated in this Indenture and in the Lease shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct, including without limitation a breach of fiduciary duty.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the Corporation to cause to be made

any of the payments to the Trustee required to be made by Article III hereof, unless the Trustee shall be specifically notified in writing of such Event of Default by the Corporation or by the Owners of at least 10% in aggregate principal amount of Certificates then Outstanding.

(i) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or law.

(j) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, but shall not be required, to inspect any and all of the Leased Property (subject to such regulations as may be imposed by the Corporation or the City for security purposes), including all books, papers and records of the Corporation pertaining to the Leased Property.

(k) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(l) Notwithstanding anything in this Indenture to the contrary, the Trustee shall have the right, but shall not be required, to demand in respect of the delivery of any Certificates, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee.

(m) The Trustee shall not be required to advance any of its own funds in the performance of its obligations hereunder unless it has received assurances satisfactory to it that it will be repaid. The Trustee has no obligation to pay any portion of the interest or principal pertaining to the Certificates from any source other than the funds and accounts established in this Indenture as described herein and the payment of such interest or principal is not a liability or charge upon the credit of the Trustee.

(n) Before taking any action under Sections 7.02, 7.03, 7.04, 7.05 or 7.12 hereof at the direction of the Owners as provided therein, the Trustee may require that reasonable indemnity be furnished to it by the Owners requesting the Trustee to act for the reimbursement of all expenses (including reasonable attorneys' fees and expenses) which it may incur and to protect it against all liability, except liability which may result from its negligence or willful default, by reason of any action so taken.

(o) Whether or not therein expressly provided, every provision of this Indenture, the Lease, or any agreement assigned to the Trustee or executed by the Trustee, or any related documents relating to the conduct, powers, or duties of, or affecting the liability or affording protection to the Trustee shall be subject to the provisions of this Article VIII. Should there be a conflict between the terms of the Indenture and the terms of the Lease, the terms of the Indenture shall control.

Section 8.03. Compensation of Trustee. During the Lease Term, the Trustee shall be entitled to compensation from the Corporation in accordance with its agreement with the Corporation, which, notwithstanding any other provision hereof, may be amended at any time by agreement of the Corporation and the Trustee without the consent of or notice to the Owners. In no event shall the Trustee be obligated to advance its own funds in order to take any action hereunder. The rights of the Trustee to payments pursuant to this Section shall be superior to the rights of the Owners with respect to the Trust Estate. The Trustee's right to receive compensation, reimbursement, indemnification of money due and owing hereunder shall survive the Trustee's resignation or removal.

Section 8.04. Resignation or Replacement of Trustee.

(a) The present or any successor Trustee may resign by giving written notice to the Corporation and the City not less than 60 days before such resignation is to take effect. Such resignation shall take effect only upon the appointment of a successor qualified as provided in subsection (c) of this Section; provided, however, that if no successor is appointed within 60 days following the date designated in the notice for the Trustee's resignation to take effect, the resigning Trustee may petition a court of competent jurisdiction for the appointment of a successor. The present or any successor Trustee may be removed at any time by the Corporation in the event the Corporation reasonably determines that the Trustee is not duly performing its obligations hereunder or that such removal is in the best interests of the Corporation or the Owners, or by an instrument in writing, executed by the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, for any breach of any of the Trustee's duties hereunder. In the event the Trustee is removed, it shall be paid its outstanding fees and expenses.

(b) In case the present or any successor Trustee shall at any time resign or be removed or otherwise become incapable of acting, a successor may be appointed by the Owners of a majority in aggregate principal amount of the Certificates Outstanding by an instrument or concurrent instruments signed by such Owners, or their attorneys in fact duly appointed; provided that (i) the Trustee that is resigning, being removed or otherwise incapable of acting and the Owners of a majority in aggregate principal amount of the Certificates Outstanding appointing a successor Trustee shall not be the same entity or affiliates of the same entity and (ii) the Corporation may, by an instrument executed by order of the Corporation, appoint a successor until a new successor shall be appointed by the Owners as herein authorized. In the event that the Trustee which is resigning, being removed or otherwise incapable of acting shall be the same entity or affiliates of the same entity as the Owners of a majority in aggregate principal amount of the Certificates Outstanding, the Corporation shall appoint a successor Trustee by an instrument executed by order of the Corporation. The Corporation, upon appointing any successor Trustee, shall forthwith give notice thereof to each Owner and to the City, which notice may be given concurrently with the notice of resignation given by any resigning Trustee. Any successor appointed by the Corporation may be superseded by a successor appointed by the Owners of a majority in aggregate principal amount of the Certificates Outstanding by an instrument or concurrent instruments signed by such Owners or their attorneys in fact duly appointed, provided that the successor Trustee and such Owners of a majority in

aggregate principal amount of the Certificates Outstanding shall not be the same entity or affiliates of the same entity.

(c) Every successor shall be a bank or trust company in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority, qualified to act hereunder, and having a capital and surplus of not less than \$50,000,000. Any successor appointed hereunder shall execute, acknowledge and deliver to the Corporation an instrument accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its predecessor in the trust hereunder with like effect as if originally named as Trustee herein; but the Trustee retiring shall, nevertheless, on the written demand of its successor, execute and deliver an instrument conveying and transferring to such successor, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the predecessor, which shall duly assign, transfer and deliver to the successor all properties and moneys held by it under this Indenture. Should any instrument in writing from the Corporation be required by any successor for more fully and certainly vesting in and confirming to it, the said instruments in writing shall, at the reasonable discretion of the Corporation, be made, executed, acknowledged and delivered by the Corporation on request of such successor.

(d) The instruments evidencing the resignation or removal of the Trustee and the appointment of a successor hereunder, together with all other instruments provided for in this Section shall be filed and/or recorded by the successor Trustee in each recording office, if any, where this Indenture shall have been filed and/or recorded.

Section 8.05. Conversion, Consolidation or Merger of Trustee. Any bank or trust company into which the Trustee or its successor may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business as a whole shall be the successor of the Trustee under this Indenture with the same rights, powers, duties and obligations and subject to the same restrictions, limitations and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto or thereto, anything herein or therein to the contrary notwithstanding. In case any of the Certificates to be issued hereunder shall have been executed, but not delivered, any successor Trustee may adopt the signature of any predecessor Trustee, and deliver the same as executed; and, in case any of such Certificates shall not have been executed, any successor Trustee may execute such Certificates in the name of such successor Trustee.

Section 8.06. Intervention by Trustee. In any judicial proceeding to which the Corporation or the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the Owners, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 10% in aggregate principal amount of Certificates Outstanding.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.01. Supplemental Indentures Not Requiring Consent of Owners. The Trustee and the Corporation may, without the consent of, or notice to, the Owners, enter into a Supplemental Indenture for any one or more or all of the following purposes:

- (a) to add to the covenants and agreements of the Corporation contained in this Indenture other covenants and agreements to be thereafter observed by the Corporation;
- (b) to cure any ambiguity, or to cure, correct or supplement any defect or omission or inconsistent provision contained in this Indenture;
- (c) to subject to this Indenture additional revenues, properties or collateral (including substitution of property permitted under the Lease);
- (d) to effect any change in connection with the preservation of the excludability from gross income for federal income tax purposes interest on the Certificates;
- (e) to set forth the terms and conditions and other matters in connection with the execution and delivery of Additional Certificates pursuant to Section 2.12 of this Indenture; or
- (f) to effect any other changes in this Indenture which do not materially adversely affect the rights of the Owners.

Section 9.02. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures under Section 9.01 hereof, the written consent of not less than a majority in aggregate principal amount of the Certificates Outstanding shall be required for the execution by the Corporation and the Trustee of any Supplemental Indenture; provided, however, that without the consent of the Owners of all the Certificates Outstanding nothing herein contained shall permit, or be construed as permitting:

- (i) a change in the terms of redemption or maturity of the principal amount of or the interest on any Outstanding Certificate, or a reduction in the principal amount of any Outstanding Certificate or the rate of interest thereon, without the consent of the Owner of such Certificate;
- (ii) the deprivation as to the Owner of any Certificate Outstanding of the lien created by this Indenture (other than as permitted hereby);
- (iii) a privilege or priority of any Certificate or Certificates over any other Certificate or Certificates, except as permitted herein; or

(iv) a reduction in the percentage of the aggregate principal amount of the Certificates required for consent to any Supplemental Indenture.

(b) If at any time the Corporation shall request the Trustee to enter into any Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to the Owners of the Certificates at the addresses last shown on the registration records of the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If, within 60 days or such longer period as shall be prescribed by the Corporation following the mailing of such notice, the Owners of not less than a majority, or, with respect to the matters specified in paragraphs (i) through (iv) of subsection (a) of this Section, 100%, in aggregate principal amount of the Certificates Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or to enjoin or restrain the Trustee or the Corporation from executing the same or from taking any action pursuant to the provisions thereof.

Section 9.03. Execution of Supplemental Indenture. The Trustee is authorized to join with the Corporation in the execution of any Supplemental Indenture entered into in accordance with this Article and to make further agreements and stipulations which may be contained therein, but the Trustee shall not be obligated to enter into any Supplemental Indenture which affects its rights, duties or immunities under this Indenture. Any Supplemental Indenture executed in accordance with the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such Supplemental Indenture shall be deemed to be part of this Indenture for any and all purposes. In case of the execution and delivery of any Supplemental Indenture, express reference may be made thereto in the text of the Certificates issued thereafter, if any, if deemed necessary or desirable by the Trustee.

Section 9.04. Amendments, etc., of the Lease Not Requiring Consent of Owners. The Corporation may, with the prior written consent of the Trustee, but without the consent of or notice to the Owners, amend, change or modify the Lease as may be required:

- (a) by the provisions of the Lease or this Indenture;
- (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease;
- (c) in order more precisely to identify the Leased Property or to add additional or substituted improvements or properties acquired in accordance with the Lease;
- (d) in connection with any Supplemental Indenture permitted by this Article;
- (e) in connection with the execution and delivery of Additional Certificates permitted by Section 2.12 hereof;

- (f) to effect any change in connection with the preservation of the excludability from gross income for federal income tax purposes of interest on the Certificates;
- (g) to effect any substitution of the Leased Property pursuant to Section 8.03 of the Lease; or
- (h) to effect any other changes in the Lease or any project document which do not materially adversely affect the rights of the Owners.

Section 9.05. Amendments, etc., of the Lease Requiring Consent of Owners. Except for the amendments, changes or modifications permitted by Section 9.04 hereof, neither the Corporation nor the Trustee shall consent to any other amendment, change or modification of the Lease without notice to and the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Certificates Outstanding given and procured as provided in Section 9.02 hereof. If at any time the Corporation shall request the consent of the Trustee to any such proposed amendment, change or modification of the Lease, the Trustee shall, upon receipt of amounts necessary to pay expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided in Section 9.02 hereof. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all Owners.

Section 9.06. Notices to Rating Agencies.

- (a) All notices, certificates, or other communications given to the Owners hereunder shall also be given to any rating agency then rating the Certificates and copies of any modification or amendment to this Indenture or the Lease shall be sent to such rating agency or agencies.
- (b) Initially, the rating agencies for the Certificates shall include Moody's and S&P. So long as Moody's and S&P shall continue to rate the Certificates, notices shall be given to Moody's and S&P as set forth in Section 10.08 hereof.

ARTICLE X

MISCELLANEOUS

Section 10.01. Discharge of Indenture.

- (a) If, when the Certificates secured hereby shall become due and payable in accordance with their terms or otherwise as provided in this Indenture, the whole amount of the principal of and interest due and payable upon all of the Certificates shall be paid, or provision shall have been made for the payment of the same, together with all other sums payable hereunder, then the right, title and interest of the Trustee in and to the Trust Estate and all covenants, agreements and other obligations of the Corporation to the Trustee and the Owners shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall transfer and convey to (or to the order of) the Corporation all property assigned, pledged or mortgaged to the Trustee by the Corporation

then held by the Trustee pursuant to this Indenture, and the Trustee shall execute such documents as may be reasonably required by the Corporation and shall turn over to (or to the order of) the Corporation any surplus in any fund, account or subaccount (except the Rebate Fund) created under this Indenture, except any escrow accounts theretofore established pursuant to this Section.

(b) All or any portion of the Outstanding Certificates shall prior to the maturity or redemption date thereof be deemed to have been paid (“defeased”) within the meaning and with the effect expressed in this Section if (i) in case said Certificates are to be redeemed on any date prior to their maturity, the Corporation shall have given to the Trustee in form satisfactory to the Trustee irrevocable instructions to give notice of redemption of such Certificates on said redemption date, such notice to be given on a date and otherwise in accordance with the provisions of Section 4.05 hereof; (ii) there shall have been deposited in trust either moneys in an amount which shall be sufficient, or Defeasance Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held in trust at the same time, shall be sufficient to pay when due the principal of and interest due and to become due on said Certificates on and prior to the redemption date or maturity date thereof, as the case may be; and (iii) a certified public accountant shall have delivered a verification report, verifying the sufficiency of the deposit described in clause (ii) above. Neither the Defeasance Securities nor moneys deposited in trust pursuant to this Section or principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Certificates; provided any cash received from such principal or interest payments on such Defeasance Securities deposited in trust, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Securities of the type described in clause (ii) of this subsection maturing at the times and in amounts sufficient to pay when due the principal of and interest to become due on said Certificates on or prior to such redemption date or maturity date thereof, as the case may be. At such time as any Certificates shall be deemed paid as aforesaid, such Certificates shall no longer be secured by or entitled to the benefits of this Indenture, except for the purpose of exchange and transfer and any payment from such moneys or Defeasance Securities deposited in trust.

(c) Prior to any discharge of this Indenture pursuant to this Section or the defeasance of any Certificates pursuant to this Section becoming effective, there shall have been delivered to the Corporation and the Trustee (i) a report of an independent firm of nationally recognized certified public accountants, and addressed to the City, the Corporation, and the Trustee, verifying the sufficiency of the escrow established to pay such Certificates in full on the maturity or redemption date; (ii) an escrow agreement; (iii) any forward purchase agreement to be used in the escrow; and (iv) an opinion of Bond Counsel, addressed to the Corporation, and the Trustee, to the effect that the Certificates are no longer Outstanding, all requirements of the Indenture for such defeasance have been complied with and that such discharge or defeasance will not constitute a violation by the Corporation of its tax covenant in Section 6.03 hereof. Certificates shall be deemed

Outstanding under this Indenture unless and until they are in fact paid and retired or the above criteria are met.

(d) In the event that there is a defeasance of only part of the Certificates of any maturity, the Trustee shall, if requested by the Corporation, institute a system to preserve the identity of the individual Certificates or portions thereof so defeased, regardless of changes in Certificate numbers attributable to transfers and exchanges of Certificates.

Section 10.02. Further Assurances and Corrective Instruments. The Corporation and the Trustee agree that so long as this Indenture is in full force and effect, the Corporation and the Trustee shall have full power to carry out the acts and agreements provided herein and they will from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Trust Estate, or for otherwise carrying out the intention of or facilitating the performance of this Indenture.

Section 10.03. Financial Obligations of Corporation Limited to Trust Estate. Notwithstanding any other provision hereof, all financial obligations of the Corporation under this Indenture are limited to the Trust Estate.

Section 10.04. Evidence of Signature of Owners and Ownership of Certificates.

(a) Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in Person or by their attorneys appointed in writing, proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Certificates shall be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(i) The fact and date of the execution by any Owner or his attorney of such instrument may be proved by the certificate of any officer authorized to take acknowledgments in the jurisdiction in which he purports to act that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public; and

(ii) The fact of the ownership by any Person of Certificates and the amounts and numbers of such Certificates, and the date of the ownership of the same, may be proved by the registration records of the Trustee.

(b) Any request or consent of the Owner of any Certificate shall bind all transferees of such Certificate in respect of anything done or suffered to be done by the Corporation or the Trustee in accordance therewith.

Section 10.05. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person other than the

Corporation, the City, the Trustee, and the Owners of the Certificates, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Corporation or the Trustee shall be for the sole and exclusive benefit of the Corporation, the City, the Trustee and the Owners, and their respective successors and assigns.

Section 10.06. Corporation and Trustee Representatives. Whenever under the provisions hereof the approval of the Corporation or the Trustee is required, or the Corporation or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Corporation by the Corporation Representative and for the Trustee by the Trustee Representative, and the Corporation, the Trustee, and the City shall be authorized to act on any such approval or request.

Section 10.07. Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

Section 10.08. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed sufficiently given when mailed by certified or registered mail, postage prepaid, addressed as follows:

if to the City:	City of Boulder Municipal Building 1777 Broadway Boulder, CO 80302 Attn: Chief Financial Officer
With a copy to:	City Attorney Municipal Building 1777 Broadway Boulder, CO 80302
if to the Corporation:	The Boulder Municipal Property Authority Municipal Building 1777 Broadway Boulder, CO 80302 Attn: President
With a copy to:	City Attorney Municipal Building 1777 Broadway Boulder, CO 80302
if to the Trustee:	U.S. Bank Trust Company, National Association 950 17th Street, 12th Floor Denver, CO 80202 Attention: Global Corporate Trust Services

if to Moody's: Moody's Ratings
7 World Trade Center
New York, NY 10007
Attention: _____

and if to S&P: S&P Global Ratings
55 Water Street
New York, NY 10041
Attention: _____

The entities listed above may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.09. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the Corporation or the Trustee, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Corporation or the Trustee, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Corporation or the Trustee in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the Corporation or the Trustee or any natural Person executing this Indenture or any related document or instrument.

Section 10.10. Events Occurring on Days that are not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Indenture is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture.

Section 10.11. Severability. In the event that any provision of this Indenture, other than the obligation of the Corporation to deliver the Trust Estate to the Trustee, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.12. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 10.13. Applicable Law. The laws of the State shall be applied in the interpretation, execution and enforcement of this Indenture and exclusive venue for any litigation concerning this Indenture shall lie only in Boulder County, Colorado.

Section 10.14. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation and the Trustee have executed this Indenture as of the date first above written.

[SEAL]

THE BOULDER MUNICIPAL PROPERTY
AUTHORITY

By _____
President

Attest:

By _____
Secretary-Treasurer

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By _____
Authorized Signatory

[Signature Page to Mortgage and Indenture of Trust]

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of May, 2025, by
[_____] , as President, and by [_____] , as Secretary-Treasurer of The Boulder
Municipal Property Authority.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

Notary

My commission expires:

[Notarization Page 1 to Mortgage and Indenture of Trust]

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of May, 2025 by
[] as [] of U.S. Bank Trust Company, National Association.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

Notary

My commission expires:

[Notarization Page 2 to Mortgage and Indenture of Trust]

APPENDIX A
FORM OF CERTIFICATE

THE BOULDER MUNICIPAL PROPERTY AUTHORITY
CERTIFICATES OF PARTICIPATION, SERIES 2025
Evidencing Proportionate Interests in the Base Rentals and other Revenues under an
Annually Renewable Lease Purchase Agreement dated as of May 1, 2025,
between THE BOULDER MUNICIPAL PROPERTY AUTHORITY, as lessor, and
THE CITY OF BOULDER, COLORADO, as lessee

No. R-___ \$ _____

Interest Rate:	Maturity Date:	Original Issue Date:	CUSIP:
___%	November 1, 20[___]	[May __,] 2025	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____

THIS CERTIFIES THAT THE REGISTERED OWNER (named above), or registered assigns, has a proportionate undivided interest in rights to receive certain revenues, as described below, pursuant to an annually renewable Lease Purchase Agreement dated as of May 1, 2025 (which Agreement as from time to time amended is referred to herein as the "Lease"), between The Boulder Municipal Property Authority, a Colorado nonprofit corporation, as lessor (the "Corporation") and the City of Boulder, Colorado, as lessee (the "City") thereunder. The interest of the Registered Owner of this Certificate of Participation, Series 2025 (this "Certificate") is secured as provided in the Lease and in the Mortgage and Indenture of Trust dated as of May 1, 2025 (which Indenture as from time to time amended is herein referred to as the "Indenture"), between the Corporation and U.S. Bank Trust Company, National Association, as trustee, or its successor (the "Trustee") for the Registered Owners of the Certificates (the "Certificate Owners"), whereby the rights (with certain exceptions) of the Corporation under the Lease have been assigned by the Corporation to the Trustee for the benefit of the Certificate Owners. Under the Indenture, the Corporation has also granted to the Trustee, for the benefit of the Certificate Owners, a mortgage on the Leased Property (as defined in the Lease). Pursuant to the Lease and the Indenture, the Registered Owner hereof is entitled to receive, solely out of and to the extent available from the sources hereinafter identified, on the Maturity Date (stated above) (or earlier as hereinafter provided), the Principal Sum (stated above), and interest thereon as described in the Indenture at the Interest Rate (stated above) and payable semiannually on May 1 and November 1 of each year, commencing November 1, 2025. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender of this Certificate at the principal corporate trust office of the Trustee; and interest on this Certificate is payable to the Registered Owner hereof by check or draft of the Trustee to be mailed to such Registered Owner, on or before each interest payment date (or, if such interest payment date is not a Business Day,

as defined in the Indenture, on or before the next succeeding Business Day), at the address of such Registered Owner as it last appears in the registration books kept by the Trustee; provided, however, the Trustee may make payments of interest on this Certificate by wire transfer to the extent permitted in the Indenture.

This Certificate is one of a series of Certificates of Participation, Series 2025 evidencing assignments of proportionate undivided interests in the right to receive certain revenues, as described below, pursuant to the Lease and the Indenture, executed and delivered in an aggregate principal amount of \$[] pursuant to the Indenture for the purposes of (a) acquiring the Leased Property and (b) funding the Costs of Issuance Fund in order to pay the Costs of Issuance with respect thereto. The Leased Property has been leased by the Corporation to the City pursuant to the Lease. Under the Lease, the City has agreed to pay directly to the Trustee annual rental payments (the “Base Rentals”) in consideration for its right to use the Leased Property, the proceeds of which are required by the Indenture to be distributed by the Trustee to the payment of the principal of and interest on the Certificates. In addition to the Base Rentals, the City has agreed, subject to annual appropriation, to make certain other payments (the “Additional Rentals”) sufficient to pay the fees and expenses of the Trustee, certain insurance premiums, taxes, utility charges, costs of maintenance and repair and other expenses expressly required to be paid by the City under the Lease.

The Lease is subject to annual renewal at the option of the City. The obligation of the City to pay Base Rentals and Additional Rentals under the Lease will terminate in the event that the City, for any reason, fails to budget and appropriate, specifically with respect to the Lease, moneys to pay all Base Rentals and reasonably estimated Additional Rentals during the next occurring renewal term of the Lease and fails to renew the Lease. In the event that the Lease Term (as defined in the Lease) is terminated or not renewed by the City and amounts are not appropriated therefor (herein referred to as an “Event of Nonappropriation and Nonrenewal”) or is terminated by reason of an Event of Default (as defined in the Lease), the principal amount of this Certificate and interest thereon will be payable from such moneys, if any, as may be available for such purpose, including any moneys received by the Trustee from the leasing of or a liquidation of the Leased Property. Under certain circumstances, this Certificate and the interest thereon may also be payable from the Net Proceeds (as defined in the Lease) of title or casualty insurance policies or condemnation awards. The Lease Term may also be terminated in the event that the City shall exercise its option to purchase the Leased Property by making payment of the Purchase Option Price (as defined in the Lease). In the event that the City shall pay the Purchase Option Price, the proceeds thereof are required to be used to pay the principal of and interest on the Certificates.

It is provided in the Indenture that there may hereafter be executed and delivered Additional Certificates secured by the Trust Estate (as defined in the Indenture) (“Additional Certificates”) from time to time under certain terms and conditions, and if executed and delivered, such Additional Certificates will be equally and proportionately secured under and entitled to the protection given by the Indenture with the Certificates. Reference is hereby made to the Lease and the Indenture for a description of the rights, duties and obligations of the City, the Trustee and the registered owners of the Certificates, the terms upon which Additional Certificates may be executed and delivered, the terms upon which the Certificates and any Additional Certificates are secured, the terms and conditions upon which the Certificates will be deemed to be paid at or prior to maturity or redemption of the Certificates upon the making of provision for the full or partial

payment thereof, and the rights of the registered owners of the Certificates upon the occurrence of an Event of Default or an Event of Nonappropriation and Nonrenewal.

NO PROVISION OF THE CERTIFICATES, THE INDENTURE OR THE LEASE, SHALL BE CONSTRUED OR INTERPRETED (A) TO DIRECTLY OR INDIRECTLY OBLIGATE THE CITY TO MAKE ANY PAYMENT IN ANY FISCAL YEAR (DEFINED HEREIN) IN EXCESS OF AMOUNTS APPROPRIATED FOR SUCH FISCAL YEAR OR FOR ANY FISCAL YEAR FOR WHICH THE CITY HAS NOT RENEWED THE LEASE; (B) AS CREATING A DEBT OR MULTIPLE FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE CITY WITHIN THE MEANING OF ARTICLE XI, SECTION 6 OR ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE CHARTER OR ANY OTHER CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION; OR (C) AS A LOAN OR PLEDGE OF THE CREDIT OR FAITH OF THE CITY OR AS CREATING ANY RESPONSIBILITY BY THE CITY FOR ANY DEBT OR LIABILITY OF ANY PERSON, COMPANY OR CORPORATION WITHIN THE MEANING OF ARTICLE XI, SECTION 1 OF THE COLORADO CONSTITUTION. NEITHER THE LEASE, THE INDENTURE NOR THE CERTIFICATES HAVE DIRECTLY OR INDIRECTLY OBLIGATED THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR ANY FISCAL YEAR IN WHICH THE LEASE SHALL BE IN EFFECT. EXCEPT TO THE EXTENT PAYABLE FROM THE PROCEEDS OF THE SALE OF THE CERTIFICATES AND INCOME FROM THE INVESTMENT THEREOF, FROM NET PROCEEDS OF CONDEMNATION AWARDS, FROM NET PROCEEDS OF THE LEASING OF OR A LIQUIDATION OF THE LEASED PROPERTY OR FROM OTHER AMOUNTS MADE AVAILABLE UNDER THE INDENTURE, THE CERTIFICATES WILL BE PAYABLE DURING THE LEASE TERM SOLELY FROM BASE RENTALS TO BE PAID BY THE CITY UNDER THE LEASE. ALL PAYMENT OBLIGATIONS OF THE CITY UNDER THE LEASE, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION OF THE CITY TO PAY BASE RENTALS, ARE FROM YEAR TO YEAR ONLY AND DO NOT CONSTITUTE A MANDATORY PAYMENT OBLIGATION OF THE CITY IN ANY FISCAL YEAR BEYOND A FISCAL YEAR IN WHICH THE LEASE SHALL BE IN EFFECT. THE LEASE IS SUBJECT TO ANNUAL RENEWAL AT THE OPTION OF THE CITY AND WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION AND NONRENEWAL OR AN EVENT OF DEFAULT. IN SUCH EVENT, ALL PAYMENTS FROM THE CITY UNDER THE LEASE WILL TERMINATE, AND THE CERTIFICATES AND THE INTEREST THEREON WILL BE PAYABLE FROM CERTAIN MONEYS, IF ANY, HELD BY THE TRUSTEE UNDER THE INDENTURE, AND ANY MONEYS MADE AVAILABLE BY ACTION OF THE TRUSTEE REGARDING THE LEASED PROPERTY. THE CORPORATION HAS NO OBLIGATION TO MAKE ANY PAYMENTS ON THE CERTIFICATES. NEITHER THE CERTIFICATES, THE LEASE NOR THE INDENTURE SHALL GIVE RISE TO A PECUNIARY LIABILITY OF THE CORPORATION.

The Certificates are executed and delivered solely as fully registered Certificates in denominations of \$5,000 and any integral multiple thereof.

This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing on the registration books kept at the principal corporate trust office of the Trustee upon surrender of this Certificate together with a duly executed written

instrument of transfer satisfactory to the Trustee. Upon such transfer, a new fully registered Certificate or Certificates and of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be executed and delivered to the transferee in exchange herefor, all upon payment of the charges and subject to the terms and conditions set forth in the Indenture. The Trustee may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof, whether or not this Certificate shall be overdue, for the purpose of receiving payment and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The Certificates shall be called for redemption in whole, at a redemption price determined as described in this paragraph on any date, in the event of the occurrence of an Event of Nonappropriation and Nonrenewal under the Lease or the occurrence and continuation of an Event of Default under the Lease. The redemption price for any redemption pursuant to this paragraph shall be the lesser of (a) the principal amount of the Certificates, plus accrued interest to the redemption date (without any premium); or (b) the sum of (A) the amount, if any, received by the Trustee or the Corporation from the exercise of remedies under the Lease and the Indenture with respect to an Event of Nonappropriation and Nonrenewal or the occurrence and continuation of an Event of Default that gave rise to such redemption; and (B) the other amounts available in the Trust Estate for payment of the redemption price of the Certificates as and to the extent provided in the Indenture, which amounts shall be allocated among the Certificates in proportion to the principal amount of each Certificate. Notwithstanding any other provision of the Indenture, the payment of the redemption price of any Certificate pursuant to this paragraph shall be deemed to be the payment in full of such Certificate and no Certificate Owner of any Certificate redeemed pursuant to this paragraph shall have any right to any payment from the Corporation, the Trustee or the City in excess of such redemption price.

The Certificates maturing on or after November 1, 20[] shall be called for redemption, in whole, at a redemption price equal to the principal amount of the Certificates, plus accrued interest, on any date on and after November 1, 20[], in the event of, and to the extent that moneys are actually received by the Trustee from, the exercise by the City of its option to purchase in full the Leased Property as provided in the Lease, upon payment of the then applicable Purchase Option Price.

The Certificates maturing on or prior to November 1, 20[] shall not be subject to optional redemption prior to their respective maturity dates. The Certificates maturing on and after November 1, 20[] shall be subject to redemption prior to their respective maturity dates at the option and direction of the City, in whole or in part, in integral multiples of \$5,000, and if in part in such order of maturity as the City shall determine and by lot within a maturity, on November 1, 20[] and on any date thereafter, at a redemption price equal to the principal amount of the Certificates so redeemed plus accrued interest to the redemption date and without a premium.

The Certificates maturing on November 1, 20[] and November 1, 20[] are subject to mandatory sinking fund redemption at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date as set forth in the Indenture.

The Trustee may waive an Event of Nonappropriation and Nonrenewal or an Event of Default under certain circumstances as provided in the Lease and the Indenture.

The Indenture permits amendments thereto and to the Lease, upon the agreement of the Corporation and the Trustee and compliance with the other requirements of the Indenture, including but not limited to, in certain cases the Certificate Owners of not less than a majority in aggregate principal amount of the Certificates Outstanding, or, for certain amendments, the Certificate Owners of 100% in aggregate principal amount of the Certificates at the time Outstanding. The Indenture also contains provisions permitting amendments to the Indenture and the Lease without the consent of the Certificate Owners of the Certificates for certain purposes, including, without limitation, the execution and delivery of Additional Certificates for certain purposes. The Indenture requires the written consent of the Trustee to any amendment of the Indenture or the Lease which modifies the rights, duties or immunities of the Trustee.

THE INDENTURE CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS CERTIFICATE AND THE TRUSTEE. THIS CERTIFICATE IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE INDENTURE, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS CERTIFICATE.

Any consent or request by the Registered Owner of this Certificate shall be conclusive and binding upon such owner and upon all future registered owners of this Certificate and of any Certificate issued upon the transfer of this Certificate whether or not notation of such consent or request is made upon this Certificate.

This Certificate is issued with the intent that the laws of the State of Colorado shall govern its legality, validity, enforceability and construction.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease, until executed on behalf of the Trustee.

The Trustee has executed this Certificate solely in its capacity as Trustee under the Indenture and not in its individual or personal capacity. The Trustee is not liable for the obligations evidenced by the Certificates except from amounts held by it in its capacity as Trustee under the Indenture.

IN WITNESS WHEREOF, this Certificate has been executed with the manual signature of an authorized signatory of the Trustee, all as of the date set forth below.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee**

By _____
Authorized Signatory

Execution Date: _____

[END OF FORM OF CERTIFICATE]

APPENDIX B
DESCRIPTION OF THE LEASED PROPERTY

Legal Description

[to be inserted]

Pavilion Building and Project Description:

The Pavilion Building is an existing 51,000 square foot building that was original constructed in 1991. The building has been fully deconstructed down to the concrete structure, exterior walls and roof. A 64,000 square foot addition will be constructed upon the Leased Property that will result in a 115,000 square foot, high energy performing, all-electric, modern civic office building. The Pavilion Building sits on a 1.19-acre lot and is presently zoned "Public," which includes public and semi-public areas that permit numerous functions, including governmental and educational uses. The Pavilion Building is currently situated within the 100-year floodplain. The building is expected to be out of the flood plain as a result of the construction of the Project. Upon completion of construction, the Pavilion Building will house most City department office workers. The ground level is expected to provide centralized City customer services for the community as well as public meeting spaces.

DRAFT – 03/03/2025

PRELIMINARY OFFICIAL STATEMENT DATED APRIL 20, 2025

NEW ISSUE
BOOK-ENTRY ONLY

RATING: “ ”
See “RATING”

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance by the City and the Trustee with certain covenants, the portion of the Base Rentals allocable to the Certificates paid by the City which is designated and paid as interest, as provided in the Lease, and received by the Owners of the Certificates (the “Interest Portion”), is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The Interest Portion may affect the federal alternative minimum tax imposed on certain corporations. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent the Interest Portion is excludable from gross income for federal income tax purposes, such Interest Portion is excludable from Colorado taxable income and Colorado alternative minimum taxable income. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS” herein.

\$100,000,000*

**THE BOULDER MUNICIPAL PROPERTY AUTHORITY
CERTIFICATES OF PARTICIPATION, SERIES 2025**

**Evidencing Proportionate Interests in the Base Rentals and other Revenues under an
Annually Renewable Lease Purchase Agreement dated as of May 1, 2025,
between THE BOULDER MUNICIPAL PROPERTY AUTHORITY, as lessor, and
THE CITY OF BOULDER, COLORADO, as lessee**

Dated: Date of Delivery

Due: November 1, as shown herein

The Boulder Municipal Property Authority Certificates of Participation, Series 2025 (the “Certificates”) evidence a proportionate interest in the base rentals and other revenues under a Lease Purchase Agreement dated as of May 1, 2025 (the “Lease”), entered into between The Boulder Municipal Property Authority, as lessor (the “Corporation”), and the City of Boulder, Colorado, as lessee (the “City”). The Certificates are being executed and delivered pursuant to a Mortgage and Indenture of Trust dated as of May 1, 2025 (the “Indenture”), between the Corporation, as grantor, and U.S. Bank National Association, as trustee (the “Trustee”), pursuant to which the rights, title and interest of the Corporation in, to and under the Lease have been assigned to the Trustee.

The Certificates are issued as fully registered certificates in denominations of \$5,000 or any integral multiple thereof and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which is acting as the securities depository for the Certificates. Purchases of the Certificates are to be made in book-entry form only. Purchasers will not receive certificates representing their beneficial ownership interest in the Certificates. See “THE CERTIFICATES--Book-Entry Only System.” The Certificates bear interest at the rates set forth herein, payable on May 1 and November 1 of each year, commencing on November 2025, to and including the maturity dates shown herein (unless the Certificates are redeemed earlier), payable to the registered owner of the Certificates,

* Subject to change.

initially Cede & Co. The principal of the Certificates will be payable upon presentation and surrender at the Trustee. See “THE CERTIFICATES.”

The Certificates are subject to redemption prior to maturity at the option of the City as described in “THE CERTIFICATES--Redemption Provisions.” At the option of the winning bidder, certain Certificates may also be subject to mandatory sinking fund redemption. The Certificates are also subject to mandatory redemption upon the occurrence of certain events, including an Event of Nonappropriation or an Event of Default under the Lease, as described in “THE CERTIFICATES--Redemption Provisions - Mandatory Redemption in Whole upon the Occurrence of Certain Events.”

The proceeds from the issuance of the Certificates will be used to: (i) finance the renovation and expansion of, and associated site work at the City’s Pavilion Building and (ii) pay the costs of issuing the Certificates. See “SOURCES AND USES OF FUNDS.”

Neither the Lease nor the Certificates constitute a general obligation, a multiple fiscal year direct or indirect debt or other financial obligation or indebtedness of the City within the meaning of any constitutional or statutory debt limitation. None of the Lease, the Indenture or the Certificates directly or indirectly obligates the City to make any payments beyond those appropriated for any fiscal year in which the Lease may be in effect. Except to the extent payable from the proceeds of the Certificates and income from the investment thereof, from the net proceeds of any performance or payment bond, net proceeds of insurance (including self-insurance), net proceeds of condemnation awards, or from net proceeds from exercising certain remedies under the Lease or from other amounts made available under the Indenture, the Certificates are payable during the lease term solely from Base Rentals payable to the Trustee under the Lease and the income from certain investments under the Indenture. All payment obligations of the City under the Lease are from year to year only. The Lease is subject to annual renewal by the City. Upon termination of the Lease, the Certificates will be payable solely from moneys, if any, held by the Trustee under the Indenture and any amounts resulting from the exercise of various remedies by the Trustee under the Lease and the Indenture, all as more fully described herein.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision and should give particular attention to the section entitled “CERTAIN RISK FACTORS.”

The Certificates are offered when, as, and if issued by the City and accepted by the Underwriter subject to the approval of legality of the Certificates by Kutak Rock LLP, Denver, Colorado, Bond Counsel, and the satisfaction of certain other conditions. Butler Snow LLP, Denver, Colorado, has acted as special counsel to the City in connection with the Official Statement. Certain legal matters will be passed upon for the City by the City Attorney. Hilltop Securities Inc., Denver, Colorado, is acting as Municipal Advisor to the City. It is expected that the Certificates will be available for delivery through the facilities of DTC, on or about May 15, 2025.*

* Subject to change.

MATURITY SCHEDULE*
(CUSIP© 6-DIGIT ISSUER NUMBER: _____)

\$100,000,000*
CERTIFICATES OF PARTICIPATION, SERIES 2025

<u>Maturing (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>CUSIP© Issue Number</u>	<u>Maturing (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>CUSIP© Issue Number</u>
2025					2040				
2026					2041				
2027					2042				
2028					2043				
2029					2044				
2030					2045				
2031					2046				
2032					2047				
2033					2048				
2034					2049				
2035					2050				
2036					2051				
2037					2052				
2038					2053				
2039					2054				

* Subject to change.

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 Item 3A - BMPA Resolution 161 and 162

USE OF INFORMATION IN THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, the inside cover page and the appendices, does not constitute an offer to sell or the solicitation of an offer to buy any of the Certificates in any jurisdiction in which it is unlawful to make such offer, solicitation, or sale. No dealer, salesperson, or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement in connection with the offering of the Certificates, and if given or made, such information or representations must not be relied upon as having been authorized by the City. The City maintains an internet website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision.

The information set forth in this Official Statement has been obtained from the City and from the sources referenced throughout this Official Statement, which the City believes to be reliable. No representation is made by the City, however, as to the accuracy or completeness of information provided from sources other than the City. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions, or that they will be realized.

The information, estimates, and expressions of opinion contained in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Certificates shall, under any circumstances, create any implication that there has been no change in the affairs of the City, or in the information, estimates, or opinions set forth herein, since the date of this Official Statement.

This Official Statement has been prepared only in connection with the original offering of the Certificates and may not be reproduced or used in whole or in part for any other purpose.

The Certificates have not been registered with the Securities and Exchange Commission due to certain exemptions contained in the Securities Act of 1933, as amended. The Certificates have not been recommended by any federal or state securities commission or regulatory authority, and the foregoing authorities have neither reviewed nor confirmed the accuracy of this document.

THE PRICES AT WHICH THE CERTIFICATES ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS. IN ORDER TO FACILITATE DISTRIBUTION OF THE CERTIFICATES, THE UNDERWRITER MAY ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICE OF THE CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

CITY OF BOULDER, COLORADO

CITY COUNCIL

Aaron Brockett, Mayor
Lauren Folkerts, Mayor Pro Tem
Mark Wallach, Council Member
Matt Benjamin, Council Member
Nicole Speer, Council Member
Tina Marquis, Council Member
Taishya Adams, Council Member
Tara Winer, Council Member
Ryan Schuchard, Council Member

CITY OFFICIALS

Nuria Rivera-Vandermyde, City Manager
Teresa Taylor Tate, City Attorney
Joel Wagner, Interim Chief Financial Officer

BOND COUNSEL

Kutak Rock LLP
Denver, Colorado

SPECIAL COUNSEL

Butler Snow LLP
Denver, Colorado

REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Denver, Colorado

MUNICIPAL ADVISOR

Hilltop Securities Inc.
Denver, Colorado

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NOTE: Tables marked with an (*) indicate Annual Financial Information to be updated pursuant to SEC Rule 15c2-12, as amended. See Appendix D - Form of Continuing Disclosure Undertaking.

The information to be updated may be reported in any format chosen by the City; it is not required that the format reflected in this Official Statement be used in future years.

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OFFICIAL STATEMENT**\$100,000,000*****THE BOULDER MUNICIPAL PROPERTY AUTHORITY
CERTIFICATES OF PARTICIPATION, SERIES 2025**

**Evidencing Proportionate Interests in the Base Rentals and other Revenues under an
Annually Renewable Lease Purchase Agreement dated as of May __, 2025,
between THE BOULDER MUNICIPAL PROPERTY AUTHORITY, as lessor, and THE
CITY OF BOULDER, COLORADO, as lessee**

INTRODUCTION**General**

This Official Statement, including the cover page, inside cover page and appendices, is furnished in connection with the execution, delivery and sale of The Boulder Municipal Property Authority Certificates of Participation, Series 2025, in the aggregate principal amount of \$100,000,000* (the "Certificates"), each evidencing proportionate interests in the base rentals and other revenues under an annually renewable Lease Purchase Agreement dated as of May __, 2025 (the "Lease"), entered into between The Boulder Municipal Property Authority, as lessor (the "Corporation"), and the City of Boulder, Colorado, as lessee (the "City"). The Certificates are being executed and delivered pursuant to a Mortgage and Indenture of Trust dated as of May __, 2025 (the "Indenture"), between the Corporation, as grantor, and U.S. Bank National Association, as trustee (the "Trustee"), pursuant to which the rights, title and interest of the Corporation in, to and under the Lease have been assigned to the Trustee. Certain of the capitalized terms used herein and not otherwise defined are defined in Appendix B to this Official Statement, which contains the forms of the Lease and the Indenture.

The offering of the Certificates is made only by way of this Official Statement, which supersedes any other information or materials used in connection with the offer or sale of the Certificates. The following introductory material is only a brief description of and is qualified by the more complete information contained throughout this Official Statement. A full review should be made of the entire Official Statement and the documents summarized or described herein, particularly the section entitled "CERTAIN RISK FACTORS." Detachment or other use of this "INTRODUCTION" without the entire Official Statement, including the cover page, inside cover page and appendices, is unauthorized.

The City

The City is a municipal corporation duly organized and existing under the laws of the State of Colorado. In particular, the City is a home rule city and adopted a charter pursuant to Article XX of the Colorado Constitution by vote of the electorate on October 30, 1917 (the "City Charter"). The City is located in north central Colorado, approximately 25 miles northwest of Denver. The City is situated at the base of the foothills of the Front Range of the Rocky Mountains at an altitude of 5,354 feet. The City encompasses 25 square miles, and is the county seat of Boulder County, Colorado (the "County"). The City's estimated population is approximately 107,000 persons See "THE CITY."

* Subject to change.

The Corporation

The Corporation was formed in 1988 as a Colorado nonprofit corporation to facilitate City financings, including but not limited to, the acquisition of real estate, property and improvements for lease to the City. In the Indenture, the Corporation assigns its rights and interests under the Lease to the Trustee for the benefit of the registered owners of the Certificates (the “Owners”). The Corporation is not financially liable for, and will not make, any Lease payments; accordingly, neither the Owners nor the Beneficial Owners (defined in Appendix C - Book-Entry Only System) will have the right to look to the Corporation for any payment of the Certificates, the interest thereon, or for any other payments. See “THE CORPORATION.”

Purpose

The proceeds from the issuance of the Certificates will be used to: (i) finance the construction of new City-wide dark fiber backbone infrastructure and other costs (the “Project”); and (ii) pay the costs of issuing the Certificates. See “SOURCES AND USES OF FUNDS--The Project.”

The Certificates; Prior Redemption

The Certificates are issued solely as fully registered certificates in the denomination of \$5,000, or any integral multiple thereof. The Certificates are dated as of their date of delivery and mature and bear interest (calculated based on a 360-day year consisting of twelve 30-day months) as set forth on the inside cover page hereof. The payment of principal and interest on the Certificates is described in “THE CERTIFICATES--Payment Provisions.” The Certificates initially will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which is acting as the securities depository for the Certificates. Purchases of the Certificates are to be made in book-entry form only. Purchasers will not receive certificates representing their beneficial ownership interest in the Certificates. See “THE CERTIFICATES--Book-Entry Only System.”

The Certificates are subject to redemption prior to maturity at the option of the City as described in “THE CERTIFICATES--Redemption Provisions.” At the option of the winning bidder, certain Certificates may also be subject to mandatory sinking fund redemption. See the Notice of Sale dated August 28, 2019.

The Certificates are also subject to mandatory redemption upon the occurrence of certain events, including an Event of Nonappropriation or an Event of Lease Default, as described in “THE CERTIFICATES--Redemption Provisions - Mandatory Redemption in Whole upon the Occurrence of Certain Events.”

The Leased Property

General. At the time of execution and delivery of the Certificates, the Trustee will use a portion of the proceeds of the Certificates to purchase the Leased Property (defined and described in more detail below). The City will lease the Leased Property from the Trustee pursuant to the Lease.

“Leased Property” means the buildings, the site improvements, fixtures and the real property described below, less any property condemned or replaced as provided in the Lease, plus any real property substituted pursuant to the Lease.

The Leased Property. Initially, the Leased Property consists of the following City building and associated land: the Pavilion Building.

The Pavilion Building. The Pavilion Building is an existing 51,000 square foot original constructed in 1991 that has been fully deconstructed down to the concrete structure, exterior walls and roof. A 64,000 square foot addition will be constructed upon the Leased Property that will result in a 115,000 square foot, high energy performing, all-electric modern civic office building. The Pavilion Building sits on a 1.19-acre lot and is presently zoned “Public,” which includes public areas in which public and semi-public facilities and uses are located, including governmental and educational uses. The Pavilion Building is in the 100-year floodplain but will be out of the flood plain following completion of construction. Upon completion of construction, the Pavilion Building will house most City department office workers and the ground level will provide centralized City customer services for the community and public meeting spaces.

Security for the Certificates; Termination of Lease

General. The Certificates and the interest thereon are payable solely from certain revenues (the “Lease Revenues”) received under the Lease, which include: (a) all amounts payable by or on behalf of the City or with respect to the Leased Property (defined below) pursuant to the Lease including, but not limited to, all Base Rentals, the Purchase Option Price and Net Proceeds, all other revenues derived from the Lease, and any other moneys to which the Trustee may be entitled for the benefit of the Owners but not including Additional Rentals (all as defined in Appendix B).

At the time of execution and delivery of the Certificates, the City will sell the Leased Property (defined below) to the Corporation and the Corporation will lease the Leased Property back to the City pursuant to the terms of the Lease.

Under the Indenture, the Trustee, for the benefit of the Owners of the Certificates, is to receive Base Rentals payable by the City under the Lease. The amount and timing of the Base Rentals are designed to provide sufficient money to the Trustee to pay the principal of and interest on the Certificates when due. The Trustee is to deposit to the Debt Service Fund created under the Indenture all amounts payable by or on behalf of the City or with respect to the Leased Property pursuant to the Lease, including all Base Rentals, the Purchase Option Price and Net Proceeds (but not Additional Rentals). See Appendix B – Certain Definitions and Document Summaries.

Sources of Payment of Base Rentals. Payment of Base Rentals and Additional Rentals by the City constitute currently appropriated expenditures of the City and may be paid from any legally available funds of the City, and no City revenues are specifically pledged to such payments. See “CITY FINANCIAL AND DEB STRUCTURE.”

Neither the Lease nor the Certificates constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional or statutory debt limitation. Neither the Certificates nor the Lease will directly or indirectly obligate the City to make any payments other than those which may be appropriated by the City for each fiscal year.

Neither the Trustee nor the Corporation has any obligation to and will not make any payments on the Certificates pursuant to the Lease or otherwise.

Termination of Lease; Annual Appropriation. The Lease constitutes a one-year lease of the Leased Property which is annually renewable for additional one-year terms as described in the Lease. The City must take action annually in order to renew the Lease term for another year. If the City fails to take such action, the Lease automatically will be terminated. The City's decision to terminate its obligations under the Lease will be determined by the failure of the City Council of the City (the "Council") to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals scheduled to be paid and all Additional Rentals estimated to be payable in the next ensuing Fiscal Year. The officer of the City who is responsible for formulating budget proposals is directed under the Lease to include in the annual budget proposal submitted to the City Council, in any year in which the Lease is in effect, items for all payments required under the Lease for the ensuing Renewal Term until such time, if any, as the City may determine to not renew and terminate the Lease. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of the City that any decision to effect an Appropriation for the Base Rentals and Additional Rentals shall be made solely by the City Council, in its sole discretion, and not by any other department, agency or official of the City, as further provided in the Lease.

As described above, the City may determine to continue or to terminate its obligations under the Lease on an annual basis. However, any decision by the City must be made as to all of the Leased Property then subject to the Lease. Accordingly, should the City decide not to appropriate funds in any year, the City will relinquish its rights to all of the Leased Property then subject to the Lease.

If on or before the December 31 prior to the beginning of any Fiscal Year of the City, the City fails to budget and appropriate sufficient funds to pay all Base Rentals and all reasonably estimated Additional Rentals, the City will be considered to have terminated the Lease (subject to certain waiver and cure provisions). Upon termination of the City's obligations under the Lease, the Trustee may proceed to exercise certain remedies under the Lease and the Indenture, including the leasing of the Leased Property or the sale, liquidation or disposal of the Leased Property, or take one or any combination of the steps described in the Lease. *See Appendix B – Certain Definitions and Document Summaries.* The net proceeds of any such disposition are required to be applied by the Trustee toward the payment of the Certificates.

Additional Certificates. The Indenture permits the issuance of Additional Certificates with and without approval of the Owners of the Certificates under the circumstances described in "SECURITY FOR THE CERTIFICATES – Additional Certificates."

Substitution of Leased Property. The Trustee shall release any portion of the Leased Property, and shall execute all documents necessary or appropriate to reconvey such portion of the Leased Property to the City, free of all restrictions and encumbrances imposed or created by the Lease or the Indenture, upon receipt by the Trustee of the following: (a) a written request of the City Representative for such reconveyance, describing the portion of the Leased Property to be reconveyed; (b) a certificate of the City Representative certifying (i) the fair market value of the portion of the Leased Property to be reconveyed and of any real property to be substituted for the portion of the Leased Property to be released; (ii) the disposition to be made of the portion of the Leased Property to be reconveyed and the consideration, if any, to be received therefor; (iii) that the disposition of the portion of the Leased Property to be reconveyed and the substitution therefor of the real property to be substituted for the portion of the Leased Property to be released (if any) will not materially adversely affect the ability of the City to operate the Leased Property or to fulfill its obligations under this Lease; (iv) that any real property to be substituted for the portion of the Leased Property to be reconveyed is necessary or useful to the operation of the Leased Property; and (v) that the fair market value of any real property to be substituted for

the portion of the Leased Property to be reconveyed, together with cash to be paid by the City to the Trustee, if any, is at least equal to the fair market value of the portion of the Leased Property to be reconveyed; (c) appraisals of the fair market value of the portion of the Leased Property to be reconveyed and any real property to be substituted for the portion of the Leased Property to be reconveyed, respectively, by a certified general appraiser licensed as such in the State; and (d) supplements and amendments to the Lease and the Indenture and any other documents necessary to subject any real property to be substituted for the portion of the Leased Property to be reconveyed to the lien of the Indenture.

Professionals

Kutak Rock LLP, Denver, Colorado, has acted as Bond Counsel in connection with the execution and delivery of the Certificates. Butler Snow, LLP, Denver, Colorado, has acted as special counsel to the City in connection with this Official Statement. Certain legal matters will be passed on for the City by the City Attorney. U.S. Bank National Association will act as the Trustee, paying agent and registrar for the Certificates. The basic financial statements of the City included in this Official Statement as Appendix A have been audited by CliftonLarsenAllen LLP, Certified Public Accountants, Broomfield, Colorado. See “INDEPENDENT AUDITORS.” Hilltop Securities Inc., Denver, Colorado, is acting as the Municipal Advisor to the City (the “Municipal Advisor”).

Tax Status

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance by the City, the Corporation and the Trustee with certain covenants, the portion of the Base Rentals allocable to the Certificates paid by the City which is designated and paid as interest, as provided in the Lease, and received by the Owners of the Certificates (including any original issue discount properly allocable to the Owners of a Certificate) (the “Interest Portion”), is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The Interest Portion may affect the federal alternative minimum tax imposed on certain corporations. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent the Interest Portion is excludable from gross income for federal income tax purposes, such Interest Portion is excludable from Colorado taxable income and Colorado alternative minimum taxable income. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS” herein and the form of opinion of Bond Counsel attached hereto as APPENDIX E.

Continuing Disclosure Undertaking

The City will enter into a continuing disclosure undertaking (the “Disclosure Undertaking”) at the time of the closing for the Certificates. The Disclosure Undertaking will be executed for the benefit of the beneficial owners of the Certificates and the City will covenant in the Lease to comply with its terms. The Disclosure Undertaking will provide that so long as the Certificates remains outstanding, the City will provide the following information to the Municipal Securities Rulemaking Board, through the Electronic Municipal Market Access (“EMMA”) system: (i) annually, certain financial information and operating data; and (ii) notice of the occurrence of certain material events; each as specified in the Disclosure Undertaking. The form of the Disclosure Undertaking is attached hereto as Appendix D.

The City has procedures in place to assist with compliance with its continuing disclosure undertakings in the future.

Additional Information

This introduction is only a brief summary of the provisions of the Certificates, the Lease, the Indenture and the Project; a full review of the entire Official Statement should be made by potential investors. Brief descriptions of the Certificates, the Lease, the Indenture and the City are included in this Official Statement. All references herein to the Certificates, the Lease, the Indenture and other documents are qualified in their entirety by reference to such documents. *This Official Statement speaks only as of its date and the information contained herein is subject to change.*

Additional information and copies of the documents referred to herein are available from the City and the Financial Advisor:

City of Boulder, Colorado
Attn: Finance Department
1136 Alpine
Boulder, Colorado 80302
Telephone: (303) 441-3040

Hilltop Securities Inc.
8055 East Tufts Avenue, Suite 350
Denver, Colorado 80237
Telephone: (303) 771-0217.

CERTAIN RISK FACTORS

Investment in the Certificates involves certain risks. Each prospective investor in the Certificates is encouraged to read this Official Statement in its entirety and to give particular attention to the factors described below which could affect the payment of rentals under the Lease and could affect the market price of the Certificates to an extent that cannot be determined at this time. The factors set forth below are not intended to provide an exhaustive list of the risks associated with the purchase of the Certificates.

Nonappropriation

Prospective purchasers of the Certificates must look to the ability of the City to pay Base Rentals pursuant to the Lease; such Base Rentals will provide funds for payment of principal and interest on the Certificates. The City is not obligated to pay Base Rentals or Additional Rentals under the Lease unless funds are budgeted and appropriated for such rentals by the City each year. If, prior to December 31 of each year, the City Council does not budget and appropriate amounts sufficient to pay all Base Rentals for the next Fiscal Year, and to pay such Additional Rentals as are estimated to become due for the ensuing Fiscal Year, an “Event of Nonappropriation” occurs. If an Event of Nonappropriation occurs, the City will not be obligated to make payment of the Base Rentals or Additional Rentals which accrue after the last day of the Initial or Renewal Term during which such Event of Nonappropriation occurs.

Various political, legal and economic factors could lead to the nonappropriation of sufficient funds to make the payments under the Lease, and prospective investors should carefully consider any factors which may influence the budgetary process. There is no assurance that the City Council will appropriate sufficient funds to renew the Lease each year and the City has no obligation to do so. In addition, the ability of the City to maintain adequate revenues for its operations and obligations in general (including obligations associated with the Lease) is dependent upon several factors outside the City’s control, such as the economy, collections of sales and use tax and changes in law. *See “LEGAL MATTERS--Certain Constitutional Limitations,” “SECURITY FOR THE CERTIFICATES,” and “CITY FINANCIAL AND DEB STRUCTURE.”*

The obligation of the City to pay Base Rentals and Additional Rentals is limited to those City funds that are specifically budgeted and appropriated annually by the City Council for such purpose. The Lease directs the officer of the City who is charged with the responsibility of formulating budget proposals to include, in the annual budget proposals submitted to the City Council, items for all payments required under the Lease for the ensuing Fiscal Year, until such time (if any) as the City Council determines that it will not renew the Lease. The Lease provides that it is the intention of the City Council that any decision not to renew the Lease is to be made solely by the City Council and not by any other official of the City. *See Appendix B – Certain Definitions and Document Summaries – The Lease – Nonappropriation by the City.”*

Effect of Termination of the Lease Term

In the event of termination of the City’s obligations under the Lease upon the occurrence of an Event of Nonappropriation or an Event of Default, the City is required to vacate and surrender the Leased Property. Whenever any Event of Default has happened and is continuing, the Trustee, acting for the Corporation, may, without any further demand or notice take one or any combination of the following remedial steps: (a) terminate the Lease Term and give notice to the City to immediately vacate the real property included in the Leased Property, in the manner provided in the Lease;(b) foreclose through the courts on or otherwise sell or lease its

interest in all or any portion of the Leased Property; (c) recover from the City: (i) the portion of Base Rentals and Additional Rentals payable pursuant to the Lease; and (ii) the portion of Base Rentals and Additional Rentals for the then current Fiscal Year that has been specifically appropriated by the City Council of the City, regardless of when the City vacates the Leased Property; (d) enforce any provision of the Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under the Lease by specific performance, writ of mandamus or other injunctive relief; and (e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under the Lease, subject, however, to the limitations on the obligations of the City and the Corporation set forth in the Lease.

A potential purchaser of the Certificates should not assume that the amount of money received by the Trustee upon the exercise of its rights under the Lease and the Indenture after a termination of the Lease Term will be sufficient to pay the aggregate principal amount of the Certificates then outstanding plus accrued interest thereon.

IF THE CERTIFICATES ARE REDEEMED SUBSEQUENT TO A TERMINATION OF THE LEASE TERM FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST THEREON, SUCH PARTIAL PAYMENT WILL BE DEEMED TO CONSTITUTE A REDEMPTION IN FULL OF THE CERTIFICATES PURSUANT TO THE INDENTURE; AND UPON SUCH A PARTIAL PAYMENT, NO OWNER OF ANY CERTIFICATE WILL HAVE ANY FURTHER CLAIMS FOR PAYMENT UPON THE TRUSTEE OR THE CITY.

No Reserve Fund

The Certificates are not secured by a reserve fund. If an Event of Default under the Lease or an Event of Nonappropriation occurs, the Trustee will not have access to reserve fund moneys to pay the costs associated with exercising its remedies or operating and maintaining the property prior to the exercise of its remedies (including the payment of any required property taxes) or to pay principal or interest on the Certificates.

Existing and Additional Obligations Payable from Legally Available Revenues

The City has numerous other obligations outstanding that are paid from legally available revenues in the General Fund. Those obligation that are payable from legally available revenues of the City may reduce the amount of revenues legally available to pay Base Rentals under the Lease. See "*CITY FINANCIAL AND DEBT STRUCTURE*" for a description of the obligations payable from legally available revenues in the General Fund.

Factors That Could Impact Value of Property if Lease is Terminated

General. During the term of the Lease, the Corporation will retain title to the Lease Property. Upon the termination of the Lease, the Trustee will have the right to use and possession of the Leased Property. However, a potential purchaser of the Certificates should not assume that it will be possible for the Trustee to lease the Leased Property or otherwise sell or dispose of its interest in the Leased Property, or any portion thereof, for an amount equal to the aggregate principal amount of the Certificates then outstanding, plus accrued interest thereon, or that such leasing or disposal can be accomplished in time to pay any installment of principal or interest on the Certificates when due.

Current Uses of Property; Restrictions; Valuation.

There is no assurance that the current level of value of the Leased Property will continue in the future and there is no guarantee that the Trustee will be able to lease or otherwise sell or dispose of the Leased Property in an amount equal to the amount of the outstanding Certificates.

(Once we have title policy may need to address any zoning or restrictions.)

Construction Risk. Construction of the Project will be financed with the net proceeds of the Certificates. There is no assurance that the Project can be completed with the net proceeds of the Certificates or within the budget proposed by the City. See “*SOURCES AND USES OF FUNDS--The Project.*” As with all construction projects, there are risks associated with construction, including, but not limited to, delays in issuance of required building permits or other necessary approvals or permits, strikes, labor disputes, shortages of materials and/or labor, increased costs in materials and/or labor, transportation delays, adverse weather conditions, fire, floods, casualties, acts of God, adverse conditions not reasonably anticipated or other causes beyond the control of the City or its contractors. Although the City believes it has accurately estimated the costs of the Project, costs overruns may occur due to change orders, various delays and other factors, including currently supply chain and economic conditions resulting in increased costs. Should this occur, the City could require the issuance of Additional Certificates, which would dilute the revenues available to pay Base Rentals. See “*SECURITY FOR THE CERTIFICATES – ADDITIONAL CERTIFICATES.*” Further, if the Project is not completed for any reason, or is downsized or partially completed, the Trustee may not be able to lease the Leased Property or otherwise sell or dispose of its interest in the Leased Property for an amount equal to the aggregate principal amount of the Certificates then outstanding, plus accrued interest.

Enforceability of Remedies; Liquidation Delays

Under the Lease, the Trustee has the right to take possession of and dispose of the Leased Property upon an Event of Nonappropriation or an Event of Default and a termination of the Lease. However, the enforceability of the Lease is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors’ rights generally and liens securing such rights, and the police powers of the City. Because of the use of certain of the Leased Property by the City for the public welfare, a court in any action brought to enforce the remedy of the Trustee to lease or dispose of the Leased Property may delay disposal of the Leased Property for an indefinite period, even though the City may have terminated the Lease or be in default thereunder. As long as the Trustee is unable to exercise its remedies with respect to the Leased Property as permitted under the Lease and the Indenture, it will be unable to redeem or pay the Certificates except from funds otherwise available to the Trustee under the Indenture. See “*SECURITY FOR THE CERTIFICATES.*”

Effect of Termination on Exemption from Registration

Bond Counsel has specifically disclaimed any opinion as to the effect that termination of the Lease may have upon the treatment for federal or State income tax purposes of amounts received by the registered owners of the Certificates. There is no assurance that any amounts representing interest received by the registered owners of the Certificates after termination of the Lease as a consequence of an Event of Nonappropriation or an Event of Default will be excludable from gross income under federal or State laws. In view of past private letter rulings by the United States Department of Treasury, registered owners of the Certificates should

not assume that payments allocable to interest received from the Certificates would be excludable from gross income for federal or State income tax purposes.

In the event of a termination of the City's obligations under the Lease, there is no assurance that Owners of the Certificates would be able to transfer their interests without compliance with federal securities laws.

Condemnation Risk

In the mid-1990s, the City of Sheridan, Colorado ("Sheridan") exercised its eminent domain powers to acquire an administration building it previously had leased under an annually terminable lease purchase agreement. Sheridan sought to use its condemnation power to acquire the property at a fraction of the remaining lease payments (which would be paid to owners of certificates of participation in Sheridan's lease). Sheridan's condemnation suit was successful; however, Sheridan was unable to pay the court-determined amount representing the value of the property and eventually vacated the building in favor of the trustee. Sheridan eventually reached a settlement with the trustee and reacquired possession of the building from the trustee. Pursuant to this settlement, certificate holders reportedly received less than half of the amounts due them under the terms of the certificates. The City considers the occurrence of a situation such as the one described above to be unlikely; however, there is no assurance that the Leased Property (or portions thereof) would not be condemned in the future.

Casualty Risk

If all, substantially all, or any portion of the Leased Property is damaged or destroyed by any casualty, there is no assurance that casualty insurance proceeds and other available monies of the City will be sufficient either to repair or replace the damaged or destroyed property or to pay all the outstanding Certificates, if the Certificates are called for mandatory redemption as a result of such casualty. See "THE CERTIFICATES--Redemption Provisions." Future building, zoning and development codes may also make rebuilding within the exact footprint of the Leased Property impossible or infeasible. Although the City believes its casualty insurance coverage is adequate, there is no assurance that such damage or destruction would not have a material adverse effect on the ability of the City to make use of the Leased Property. Delays in the receipt of casualty insurance proceeds pertaining to the Leased Property or delays in the repair, restoration or replacement of property damaged or destroyed also could have an adverse effect upon the ability of the City to make use of the Leased Property or upon its ability to make timely payment of rental payments under the Lease.

Insurance Risk

The Lease requires that until termination of the Lease Term, the City must provide property damage insurance for the Leased Property in an amount equal to the full replacement value of the Leased Property. The City currently has a blanket property insurance policy covering its existing property; however, such policy is subject to annual renewal. There is no guarantee that the City will be able to acquire sufficient insurance at reasonable prices in the future. See "*THE CITY – Risk Management.*" Pursuant to the Lease, if the City insures against similar risks by self-insurance, the City, at its election, may provide for public liability insurance in connection with the Leased Property partially or wholly by means of an adequate self-insurance fund. Such a self-insurance fund (if established) would likely be funded annually by appropriation, and there is no assurance that such fund will at any time be adequately funded. There is no assurance that, in the event the Lease is terminated as a result of damage to or destruction or condemnation of the Leased

Property, moneys made available by reason of any such occurrence will be sufficient to redeem the Certificates at a price equal to the principal amount thereof outstanding plus accrued interest to the redemption date. See “*THE CERTIFICATES--Redemption Provisions.*”

Future Changes in Law

Various State laws and constitutional provisions apply to the imposition, collection, and expenditure of ad valorem property taxes, sales and use taxes, other revenues, and the operation of the City. There is no assurance that there will not be any change in, interpretation of, or addition to the applicable laws, provisions, and regulations which would have a material effect, directly or indirectly, on the affairs of the City and the imposition, collection, and expenditure of its revenues. Such changes could include, but are not limited to, future restrictions on real estate development and growth in the City and State law changes in the items subject to sales taxes or exemptions therefrom.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words “estimate,” “forecast,” “intend,” “expect” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward looking statements and actual results. Those differences could be material and could impact the availability of Lease Revenues available to pay Base Rentals and Additional Rentals under the Lease.

Secondary Market

No assurance can be given concerning the future existence of a secondary market for the Certificates or its maintenance by the Underwriter or others. Prospective purchasers of the Certificates should be prepared to hold their Certificates to maturity.

SOURCES AND USES OF FUNDS

Sources and Uses of Funds

The proceeds from the sale of the Certificates are expected to be applied in the following manner:

<u>Sources and Uses of Funds</u>	
<u>Sources of Funds:</u>	<u>Amount</u>
Par amount of Certificates.....	
Plus/(less): net original issue premium/(discount).....	
Total	
 <u>Uses of Funds:</u>	
Project Fund	
Costs of Issuance Fund v (including Underwriting discount).....	
Total	

Source: The Financial Advisor.

The Project

The Project is the renovation and expansion of, and associated site work at the City’s Pavilion Building located at _____. The Pavilion Building is an existing 51,000 square foot original constructed in 1991 that has been fully deconstructed down to the concrete structure, exterior walls and roof. A 64,000 square foot addition will be constructed upon the Leased Property that will result in a 115,000 square foot, high energy performing, all-electric modern civic office building. The Pavilion Building sits on a 1.19-acre lot and is presently zoned “Public,” which includes public areas in which public and semi-public facilities and uses are located, including governmental and educational uses. The Pavilion Building is in the 100-year floodplain but will be out of the flood plain following completion of construction.

The City has selected Saunders Construction as the general contractor and is expected to have the GMP contract in place by the end of April 2025. Construction of the Project is expected to beginning May 2025, with a completion date estimated to occur in the 4th Quarter of 2027. Upon completion of construction, the Pavilion Building will house most City department office workers and the ground level will provide centralized City customer services for the community and public meeting spaces.

THE CERTIFICATES

General

The Certificates are issuable as fully registered certificates and initially will be registered in the name of “Cede & Co.,” as nominee for DTC, the securities depository for the Certificates. Purchases by Beneficial Owners of the Certificates are to be made in book-entry only form. Payments to Beneficial Owners are to be made as described in “*Book-Entry Only System*” and APPENDIX C. The Certificates are dated the date of their execution and delivery, and bear interest from such date to maturity payable semiannually on May 1 and November 1 of each year, commencing November 1, 2025. **(PLEASE CONFIRM)** The Certificates mature on the dates and in the amounts and bear interest at the rates set forth on the inside cover page of this Official Statement.

Payment Provisions

The principal of any Certificate shall be payable to the Owner thereof as shown on the registration records of the Trustee upon maturity or prior redemption thereof and upon presentation and surrender at the Operations Center of the Trustee, except that such Owner shall not be required to present and surrender its Certificate in connection with a mandatory sinking fund redemption that does not represent the final maturity of the Certificate. Payment of interest on the Certificates shall be made by check or draft of the Trustee mailed, on or before each Interest Payment Date, to the Owner thereof at his address as it last appears on the registration records of the Trustee at the close of business on the Record Date. Any such interest not so timely paid shall cease to be payable to the Person who is the Owner thereof at the close of business on the Record Date and shall be payable to the Person who is the Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Trustee to the Owners of the Certificates, not less than ten (10) days prior to the Special Record Date, by first-class mail to each such Owner as shown on the Trustee’s registration records on a date selected by the Trustee, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Trustee may make payments of interest by wire transfer to any Person who is the Owner of in excess of \$1,000,000 in aggregate principal amounts of the Certificates.

Notwithstanding the foregoing, payments of the principal of and interest on the Certificates will be made directly to DTC or its nominee, Cede & Co., by the Trustee, so long as DTC or Cede & Co. is the registered owner of the Certificates. Disbursement of such payments to DTC’s Participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and the Indirect Participants, as more fully described herein. See “*Book-Entry Only System*” below.

Redemption Provisions

Redemption of Certificates in Whole Upon Payment of Purchase Option Price. The Certificates maturing on or after November 1, 20__ shall be called for redemption, in whole, at a redemption price equal to the principal amount of the Certificates, plus accrued interest, on any date on and after November 1, 20__, in the event of, and to the extent that moneys are actually received by the Trustee from, the exercise by the City of its option to purchase in full the Leased Property as provided in the Lease, upon payment of the then applicable Purchase Option Price.

Optional Redemption. The Certificates maturing prior to November 1, 2034, shall not be subject to optional redemption prior to their respective maturity dates. The Certificates maturing on and after November 1, 2035, shall be subject to redemption prior to their respective maturity dates at the option and direction of the City, in whole or in part, in integral multiples of \$5,000, and if in part in such order of maturity as the City shall determine and by lot within maturities, on November 1, 2035, and on any date thereafter, at a redemption price equal to the principal amount of the Certificates so redeemed plus accrued interest to the redemption date and without a premium.

In the case of a partial redemption of Certificates as described above, the City shall provide the Trustee with a revised Base Rentals Payment Schedule constituting a new Exhibit B to the Lease, which shall adjust the principal and interest portions of the Base Rentals to reflect the redemption of the amounts and maturities of the corresponding Certificates.

(a) Mandatory Sinking Fund Redemption. The Certificates maturing on November 1, 20[] are subject to mandatory sinking fund redemption by lot on November 1 of the years and in the principal amounts specified below, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.

Mandatory Redemption Date (November 1)	Amount to be Redeemed
20[]	\$
20[]	

¹ Maturity date.

Notice of Redemption. Notice of the call for any redemption, identifying the Certificates or portions thereof to be redeemed and specifying the terms of such redemption, shall be given by the Trustee by mailing a copy of the redemption notice by United States first-class mail, at least 30 days prior to the date fixed for redemption, to the Owner of each Certificate to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings of any Certificates as to which no such failure has occurred. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

If at the time of mailing of notice of redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Certificates called for redemption, which moneys are or will be available for redemption of Certificates, such notice shall state that it is conditional upon the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Book-Entry Only System

The Certificates will be available only in book-entry form in the principal amount of \$5,000 or any integral multiples thereof. DTC will act as the initial securities depository for the Certificates. The ownership of one fully registered Certificate for each maturity as set forth on the inside cover page of this Official Statement, each in the aggregate principal amount of such

maturity, will be registered in the name of Cede & Co., as nominee for DTC. See “*APPENDIX C-BOOK-ENTRY ONLY SYSTEM*”.

SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE CERTIFICATES, REFERENCES IN THIS OFFICIAL STATEMENT TO THE OWNERS OR REGISTERED OWNERS OF THE CERTIFICATES WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS.

Neither the City, the Corporation nor the Trustee will have any responsibility or obligation to DTC’s Participants or Indirect Participants, or the persons for whom they act as nominees, with respect to the payments to or the providing of notice for the DTC Participants, the Indirect Participants or the beneficial owners of the Certificates as further described in Appendix C to this Official Statement.

BASE RENTALS SCHEDULE

The following table sets forth the estimated schedule of Base Rentals for the Certificates.

Schedule of Base Rentals^{(1)*}

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
Total			

⁽¹⁾ The Base Rentals are due semi-annually on April 25 and October 25 of each year that the Lease remains in effect. The Trustee will use the Base Rentals to pay the principal and interest due on the Certificates on May 1 and November 1 of each year.

Source: The Financial Advisor.

* Preliminary, subject to change.

SECURITY FOR THE CERTIFICATES

General

Each Certificate evidences a proportionate interest in the right to receive certain designated Lease Revenues, including Base Rentals, under and as defined in the Lease and the Indenture. Under the Lease, the Leased Property has been leased by the Corporation to the City and the City has agreed to pay to the Trustee, on behalf of the Corporation, Base Rentals in consideration of the City's right to possess and use the Leased Property. Certain Lease Revenues, including Base Rentals, are required under the Indenture to be distributed by the Trustee for the payment of the Certificates and interest thereon.

The Lease is subject to annual appropriation, non-renewal and, in turn, termination by the City. The issuance of the Certificates does not directly or contingently obligate the City to make any payments beyond those appropriated for the City's then current Fiscal Year. As more fully described under the caption "CERTAIN RISK FACTORS," the Lease is subject to renewal on an annual basis at the option of the City. The Lease Term and the schedule of payments of Base Rentals are designed to produce moneys sufficient to pay the Certificates and interest thereon when due (if the City elects not to terminate the Lease prior to the end of the Lease Term).

The Certificates shall not constitute a mandatory charge or requirement against the City in any ensuing Fiscal Year beyond the current Fiscal Year and shall not constitute or give rise to a general obligation or other indebtedness of the City or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City, within the meaning of any constitutional, home rule charter or statutory debt provision or limitation. No provision of the Certificates shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the State Constitution. The execution and delivery of the Certificates shall not directly or indirectly obligate the City to renew the Lease from Fiscal Year to Fiscal Year or to make any payments beyond those appropriated for the City's then current Fiscal Year. Base Rentals and Additional Rentals may be paid from any lawfully available City monies appropriated for that purpose. See "CITY FINANCIAL AND DEBT STRUCTURE."

In the event of termination of the City's obligations under the Lease upon the occurrence of an Event of Nonappropriation or an Event of Default, the City is required to vacate and surrender the Leased Property. Whenever any Event of Default has happened and is continuing, the Trustee, acting for the Corporation, may, without any further demand or notice take one or any combination of the following remedial steps: (a) terminate the Lease Term and give notice to the City to immediately vacate the real property included in the Leased Property, in the manner provided in the Lease; (b) foreclose through the courts on or otherwise sell or lease its interest in all or any portion of the Leased Property; (c) recover from the City: (i) the portion of Base Rentals and Additional Rentals payable pursuant to the Lease; and (ii) the portion of Base Rentals and Additional Rentals for the then current Fiscal Year that has been specifically appropriated by the City Council, regardless of when the City vacates the Leased Property; (d) enforce any provision of the Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under the Lease by specific performance, writ of mandamus or other injunctive relief; and (e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under the Lease, subject, however, to the limitations on the obligations of the City and the Corporation set forth in the Lease.

The Leased Property

The Leased Property consists of the City facility described in “INTRODUCTION--The Leased Property.” In accordance with State law, the City has determined to sell the Leased Property to the Corporation and lease the Leased Property back from the Corporation pursuant to the terms of the Lease. See “*INTRODUCTION--Security for the Certificates; Termination of Lease.*”

Additional Certificates

So long as the Lease Term shall remain in effect and no Event of Nonappropriation and Nonrenewal or Event of Default shall have occurred, one or more issues of Additional Certificates secured by the Trust Estate (the “Additional Certificates”) may be issued upon the terms and conditions provided below.

Additional Certificates may be executed and delivered to provide funds for any one or more of the following: (i) refunding all or any portion of the Outstanding Certificates and Additional Certificates; (ii) completing the construction and equipping of the Project in excess of the amount available therefor in the Project Fund pursuant to Section 3.03 of the Indenture, (iii) at any time or from time to time, making such modifications and improvements in, on or to the Leased Property as the City may deem necessary or desirable; and (iv) paying costs incurred in connection with the execution and delivery of the Additional Certificates, any deposit to any reserve fund established in connection with the Additional Certificates that is necessary for the amount therein to equal the maximum amount allowed under the Code and other costs reasonably related to the purpose for which the Additional Certificates are being executed and delivered.

Additional Certificates may be issued only upon there being filed with the Trustee:

(a) Originally executed counterparts of a Supplemental Indenture and an amendment to the Lease adopted in accordance with the requirements of Article IX of the Indenture, including requirements regarding approval of the Certificate Owners, if applicable, expressly providing that, for all the purposes hereof, the Leased Property shall include any property, buildings or equipment being financed by the Additional Certificates and further providing for an increase in the Base Rentals required to be paid to the Trustee under Exhibit B to the Lease in such amount as shall be necessary to pay (assuming that no Event of Nonappropriation and Nonrenewal or Event of Default shall occur), the principal of and interest on the Certificates and any Additional Certificates theretofore executed and delivered and Outstanding as well as the Additional Certificates proposed to be executed and delivered.

(b) A written opinion or opinions of Bond Counsel, mutually acceptable to the City and the Trustee, to the effect that the amendment to the Lease and the execution and delivery of the Additional Certificates have been duly authorized, that the amendment to the Lease is valid and enforceable against the City, that the excludability from federal income taxation of the interest on the Certificates and any Additional Certificates theretofore executed and delivered with the expectation that the interest thereon will not be included in federal income taxation will not be adversely affected by the execution and delivery of the Additional Certificates proposed to be executed and delivered, and that the execution and delivery of the Additional Certificates will not constitute a default under the Lease or this

Indenture nor cause any violation of the covenants, agreements or representations in the Lease or this Indenture.

(c) Evidence that the amount of the title insurance policy or policies required by Section 6.04 of the Indenture has been increased, if necessary, to reflect the amount of the Certificates and Additional Certificates theretofore executed and delivered plus the Additional Certificates, (or such lesser amount as shall be the maximum insurable value of the Leased Property that is to be insured by such policy or policies).

Additional Certificates shall, in all cases, bear interest at fixed interest rates and, except for Additional Certificates that are executed and delivered for the purpose of refunding all or any portion of the Outstanding Certificates and Additional Certificates and for paying the costs and capitalized interest in connection with such refunding, shall mature, including sinking fund redemption dates, if any, on November 1 of each year, shall pay interest on May 1 and November 1 of each year and shall not be subject to redemption earlier than the Certificates. Each of the Additional Certificates executed and delivered pursuant to Section 2.12 of the Indenture shall evidence an undivided interest in the right to receive Lease Revenues under the Lease, as amended, proportionately and ratably secured with the Certificates originally executed and delivered and all other issues of Additional Certificates, if any, executed and delivered pursuant to Section 2.12 of the Indenture, without preference, priority or distinction of any Certificates or Additional Certificates over any other.

CURRENT SOURCES OF AVAILABLE REVENUE

General

Although no particular funds or sources of revenue are pledged to make payments under the Lease, the City currently intends to budget, appropriate and pay the Base Rentals (and Additional Rentals, if any) from the General Fund. Notwithstanding the foregoing, such Base Rentals and Additional Rentals may be budgeted, appropriated and paid from any of the City's available funds in the future.

Sources of General Fund Revenues

General. The General Fund is the City's primary operating fund. It is used to account for all financial resources of the general government, except those required to be accounted for in another fund.

The City derives General Fund revenues from the sources described generally below. The major sources of General Fund revenues are sales and use tax, ad valorem property tax, occupation tax and accommodations tax revenues. In 2024, sales and use tax revenues accounted for approximately 40% of General Fund revenues, ad valorem property tax revenues accounted for approximately 29% of General Fund revenues, occupation tax revenues comprised approximately 6% of General Fund revenues, and accommodation tax revenues comprised approximately 5% of General Fund revenues. Each of these sources of revenue is described briefly below. No other source of revenue exceeded 5% of total General Fund revenues in 2024.

The City also receives General Fund revenues from several additional sources including specific ownership and tobacco taxes; charges for services; licenses, permits and fines; intergovernmental; leases, rents and royalties; interest income; and miscellaneous sources.

Historical Financial Information - General Fund

Set forth in the following table is a five-year comparative statement of revenues, expenses and changes in fund balances position for the General Fund. The information in these tables has been derived from the City's Comprehensive Annual Financial Report ("CAFR") for 2019 through 2023. The table also contains a column showing 2024 budgeted information for the General Fund.

The historical information in this table should be read together with the City's audited basic financial statements for the year ended December 31, 2023, and the accompanying notes, which are included as Appendix A hereto. Financial statements for prior years can be obtained from the sources listed in "INTRODUCTION--Additional Information."

Information about the General Fund is provided to illustrate the primary sources of available City revenues; however, not all of those revenues depicted in the tables are available to pay Base Rentals (or Additional Rentals) under the Lease.

Historical Revenues, Expenditures and Changes in Fund Balance - General Fund (in thousands)

Revenues	Year Ended December 31,					2024 Unaudited	2025 Budget
	2019	2020	2021	2022	2023		
Taxes:							
Sales, use and other taxes	\$67,476	\$65,098	\$73,447	\$ 81,136	\$ 84,106		
General property taxes	38,564	42,573	42,776	45,627	44,981		
Accommodation taxes	10,865	4,007	7,796	10,894	12,264		
Occupation taxes	12,802	9,833	10,052	10,440	8,452		
Specific Ownership & tobacco taxes	2,599	2,603	2,680	2,489	2,539		
Excise taxes	875	1,024	1,348	771	264		
Charges for Services	5,836	3,879	3,665	4,319	4,867		
Sale of goods	500	153	44	93	119		
Licenses, permits and fines	6,235	4,748	5,276	5,905	5,842		
Intergovernmental	1,495	2,545	6,474	5,566	8,906		
Leases, rents and royalties	175	157	104	107	106		
Interest and investment earnings	2,186	1,341	(309)	(1,565)	4,669		
Other	2,129	2,330	2,209	5,135	3,506		
Total revenues	151,737	140,291	155,562	170,917	180,621		
Expenditures							
Current:							
General Government	22,580	22,661	21,654	23,019	30,118		
Administrative Services	9,905	12,140	16,105	18,826	20,816		
Public Safety	60,983	61,225	61,945	69,312	75,690		
Public Works	10,765	12,410	9,552	10,521	23,626		
Planning & Development Services	3,102	2,899	2,506	2,521	2,771		
Culture and Recreation	13,832	12,975	12,035	13,837	15,029		
Open Space and Mountain Parks	116	299	4	8	16		
Housing and Human Services	12,215	12,205	10,023	11,767	15,999		
Capital outlay	-	-	-	-	-		
Debt service payments:							
Principal	3,191	3,657	3,995	4,119	5,290		
Interest	1,920	1,731	715	673	466		
Base rentals to Boulder Municipal Property Authority	-	-	-	-	-		
Total expenditures	138,609	142,202	138,534	154,603	189,821		
Excess (deficiency) of revenues over (under) expenditures	13,128	(1,911)	17,028	16,314	(9,200)		
Other financing sources (uses):							
Proceeds from sale of capital assets	-	-	495	517	1,335		
Long-term bonds, notes, lease liability, or SBITA issued	-	8,960	26,795	232	4,972		
Transfers in	42,875	11,170	18,686	12,914	19,755		
Transfers out	(31,207)	(17,581)	(19,078)	(19,729)	(29,843)		
Payment to refunding bond escrow agent	-	(8,520)	(26,713)	-	-		
Total other financing sources (uses)	11,668	(5,971)	185	(6,066)	(3,781)		
Net change in fund balance	24,796	(7,882)	17,213	10,248	(12,981)		
Fund balance, beginning of year	60,615	85,411	77,529	94,742	104,990		
Fund balance, end of year	85,411	\$77,529	\$94,742	\$104,990	\$ 92,009		

Source: Derived from the City's audited financial statements for the years ended December 31, 2019-2023; and the City's unaudited financials for 2024 and the City's adopted 2025 Budget.

Sales and Use Tax Information-

General. The City derives a substantial amount of its annual revenues from a general sales and use tax. The City's sales and use tax is currently imposed at a rate of 3.86%. Various components of the sales and use tax are required to be used for specific purposes approved by voters; currently, sales and use taxes totaling at a rate of 1.33% are dedicated and deposited into the Parks and Recreation, Open Space, Transportation, Capital Improvement, Arts, Culture and Heritage and Public Safety and General Fund. As a result, only the proceeds of a 2.53% general sales and use tax are deposited into the General Fund. The allocation to the General Fund may change over time as existing sales and use taxes expire, increase or are reallocated among uses pursuant to voter approval.

The City's sales and use tax is levied against the full purchase price paid or charged for tangible personal property and taxable services purchased or sold at retail in the City. The sales tax is levied on all sales of tangible personal property or taxable services, except those specifically exempted as discussed below. The use tax is levied on the privilege of using in the City, personally or as part of rendering a service, tangible personal property or taxable services upon which a municipal sales or use tax has not been paid and is paid by either the vendor doing business in the City or the consumer. Certain nonprofit organizations are exempt from paying the City's sales and use tax on their own purchases.

The purchase, sale or use of the following property and services is exempt from the City's sales and use taxes: (a) services not otherwise taxable under Chapter 3-2 of the Boulder Revised Code, 1981, as amended ("Chapter 3-2") whose price is separately stated from the price of tangible personal property with which the services are sold; (b) services not otherwise taxable under Chapter 3-2 whose price is not separately stated from the price of tangible personal property with which the services are sold, but that is calculated as a percentage of the total sales price of the property, and approved as exempt by the City Manager upon written request; (c) tangible personal property that is sold at wholesale that is actually transformed by the process of manufacture and becomes a necessary and recognizable ingredient of the finished product, and whose presence in the finished product is essential to the use thereof in the hands of the ultimate consumer; (d) commercial packing materials; (e) Any wheeled vehicle exceeding either eight feet in width or thirty-two feet in length excluding towing gear and bumpers, without power to move, that is designed and commonly used for residential human occupancy in either temporary or permanent locations and that may be drawn over the public highways by a motor vehicle, after such vehicle has once been subject to the payment of sales or use tax under this chapter; (f) Wholesale sales of taxable property to a licensed retailer, jobber, dealer, or other wholesaler for purposes of taxable resale, and not for the retailer's, jobber's, dealer's, or wholesaler's own consumption, use, storage, or distribution; (g) Tangible personal property that is to be used, stored, or consumed outside the State of Colorado by persons residing or doing business outside the State of Colorado when the property is to be delivered to the purchaser outside the state by mail; by common, contract, or commercial carrier that is employed to effect delivery by the retailer; or by the retailer's conveyance; (h) Gasoline or motor fuel upon which has accrued or has been paid the tax prescribed by the Colorado Gasoline and Special Fuel Tax Law; (i) Cigarettes; (j) Medical supplies; (k) Public accommodations or short-term rentals; (l) Admission to places or events as defined in Section 3-1 of the Boulder Revised Code; (m) Neat cattle; sheep, lambs, swine, and goats; and mares and stallions for breeding; (n) Newspapers and newsprint and printer's ink used to produce newspapers, but not preprinted newspaper supplements; (o) Sales of tangible personal property and taxable services that are to be used, stored, or consumed outside the city to persons who are not residents

of the city and who do not engage in business in the city if the property or services purchased or sold are to be delivered to the purchaser outside the city by mail; by common, contract, or commercial carrier that is employed by the retailer to effect delivery; or by the retailer's conveyance;(p) Motion picture prints when the exhibitor thereof charges admissions for exhibition and pays the admission tax imposed by Chapter 3-4, "Admissions Tax," of the Boulder Revised Code;(q) Tangible personal property owned by a resident but purchased when the purchaser was not a resident of the city and used for a substantial period of time outside of the city. When such property is an automotive vehicle, it may qualify as exempt property only if it was registered outside the city for a substantial period of time;(r) Amounts paid by any purchaser as, or in the nature of, interest or finance charges on account of credit extended in connection with the sale or purchase of any tangible personal property if the interest is separately stated from the consideration received for the property;(s) Tangible personal property brought into the city by a nonresident for temporary personal use;(t) Automobile dealers' demonstration vehicles, subject to the conditions in Paragraph 3-2-2(a)(4) of the Boulder Revised Code;(u) All property and services whose sale, purchase, or use the city is prohibited from taxation by the laws or Constitution of the United States or the Constitution of the State of Colorado;(v) All sales of food purchased with food stamps on or after November 1, 1987;(w) Building materials for installation, use, or consumption on buildings which have been designated as landmarks and for which a landmark alteration certificate is required under Chapter 10-13, "Historic Preservation," of the Boulder Revised Code, if, at the time of application for building permit, the applicant submits proof that the building has been so designated and accompanying affidavits of the owner and the contractor performing the construction on the building stating that the building materials will be installed, used, or consumed exclusively upon the building for which the permit has been issued and that at least thirty percent of the dollar value of the building permit shall be for exterior improvements. No person shall fail to comply with such an affidavit. No more than \$25,000 of tax per year and no more than \$12,500 of tax per site per year shall be exempted under this subsection;(x) Occasional food sale;(y) Construction materials purchased by the responsible person to be used for installation, use or consumption on job sites or building construction addresses if:(1) The value of the construction materials was included in determining the valuation of the construction;(2) The retailer records on the invoice of sale the job site address and, when applicable, the building permit number; and (3) The contractor has prepaid the tax directly to the City as permitted in Chapter 3-16 of the Boulder Revised Code;(z) The disposable bag fee as established in Chapter 6-15, "Disposable Bag Fee," of the Boulder Revised Code;(aa) Incontinence products and diapers; or (bb) Menstrual care products.

Upon deposit of moneys in the Open Space Fund, there is first deducted there from certain amounts required to be refunded in accordance with the City's tax refund program. The tax refund program is presently intended to provide a rebate of sales taxes paid on food to certain categories of families and individuals where at least one member of the family or such individual is either a child under the age of 18, is disabled or is over the age of 62. In addition, in order to qualify for the food tax refund, certain income limitations must be met, depending upon family size. For example, a single person household must have income of \$33,650 or less, whereas an eight-person household must have income of \$63,450 or less. The amount of such food tax refund paid by the City is \$75 per qualifying individual and \$231 per family.

In addition to the general sales and use taxes referred to above, the City also levies the following taxes:

Admissions Tax

This tax is charged for admission to an event such as concerts, nightclubs, and theatres. The tax rate for admission to an event is 5.0% of the price of the ticket or admission. Any admission fee paid or charged to participate in a racing event which includes running, walking, biking, or swimming is exempt from this tax.

Business Use Tax

Use tax applies to all furniture, fixtures, equipment, supplies, and materials purchased for use by businesses that are not for resale. If a person or business hasn't paid the proper city sales tax to the vendor on a taxable purchase, they must report use tax directly to the city. The current City of Boulder use tax rate is 3.86%.

Construction Use Tax

Construction Use Tax is paid at the time of a building permit application and is based upon 50% of the valuation of the project. If the project valuation is more than \$75,000, after the project is complete the contractor is required to file a reconciliation return to determine whether additional tax is due, or a refund is due based upon the actual value of taxable personal property and services included in project. This tax is therefore dependent upon the number and value of construction projects permitted in a year and can vary significantly year to year, and because it is collected at the time of permitting the revenue is in advance of visible construction activity. The current construction use tax rate is 3.86%.

Disposable Bag Fee

The city requires a 10-cent fee on all disposable plastic and paper checkout bags provided by stores in Boulder. The bag fee does not apply to certain types of disposable bags including those provided by restaurants, bulk or produce bags, newspaper bags, or any other kind of food packaging bags. The city council intends that the requirements of the bag fee imposition will assist in offsetting the costs associated with using disposable bags including mitigation, educational, replacement, and administrative efforts of the city.

Electronic Smoking Device Tax

This additional 40% sales tax is applied to the retail sales price of Electronic Smoking Devices (ESDs) containing nicotine including any refill, cartridge, or any other component of such product. This tax is in addition to the city's 3.86% sales and use tax levied on the sale of ESDs.

Food Service Tax

This tax is applied to food and beverage sold in or by food service establishments. The food service tax of 0.15% is added to the current sales tax rate of 3.86% resulting in a total tax rate of 4.01%. This tax is not applied to food purchased for home consumption from grocery/convenience stores.

Marijuana Taxes

The city's 3.86% sales tax applies to the sale of both medical and recreational marijuana. In addition, the city has a 3.5% additional recreational marijuana tax and 5.0% excise tax on the transfer of marijuana from a recreational marijuana cultivation facility to a marijuana infused product facility, testing facility or recreational marijuana store. In addition, the city receives a revenue share back from state recreational marijuana taxes.

Motor Vehicle Use Tax

If sales tax is not paid at the time of purchasing a vehicle, a Motor Vehicle Use Tax is due at the time a vehicle is registered or titled to an address within the city. The current use tax rate is 3.86%.

Short Term Rental Tax

This tax is charged for leasing or renting properties by Boulder homeowners for less than 30 days at a time. The current short-term rental tax rate is 7.5%.

Sugar Sweetened Beverage Product Distribution Tax

The Sugar Sweetened Beverage Product Distribution Tax is a voter-initiated tax that was adopted by Boulder voters in the November 2016 election. It places a 2-cent per ounce excise tax on the distribution of beverages with added sugar and other sweeteners. Revenue will be spent on health promotion, general wellness programs and chronic disease prevention that improve health equity, and other health programs (especially for residents with low income and those most affected by chronic disease) linked to sugary drink consumption.

Trash Tax

The trash tax is an occupation tax on trash haulers serving customers within the city limits and helps fund waste reduction efforts in Boulder. Most haulers pass the tax on to customers as part of their trash service bills. Boulder also has a waste hauling ordinance that applies to all haulers. The current trash tax rates are \$3.50 per month for households and \$0.85 per cubic yard of trash for businesses and multifamily units that use centralized dumpsters.

The City had approximately 16,800 active sales and/or use tax licenses as of December 31, 2024. The City's tax audit team is comprised of four full-time tax auditors and a tax audit supervisor. Businesses are selected for tax audits of varying size, scope, and complexity according to a number of criteria including transaction volume, data analysis (e.g. ratio of gross receipts reported to use tax remitted historically or exemption), industry review, discovery and referrals from other City staff and the public, and staff judgment. Authorization to conduct a tax audit must be assigned by the tax audit supervisor, and all audit workpapers and processes are reviewed by the supervisor and/or tax manager prior to audit assessment and collection.

A history of General Fund sales and use tax collections can be found above in the table entitled "Historical Revenues, Expenditures and Changes in Fund Balance - General Fund (in thousands)." Through October 2024, the City had collected \$66,622,219 in General Fund sales and use tax revenues, which represents a ___% ___ over the same period in 2023 Information as to the largest City sales tax remitters by market sector for 2024 is set forth below. The City expects these categories to remain stable in 2025.

2024 Percentage of Sales and Use Tax Revenues by Transaction/Category

<u>Category</u>	<u>% of Total(1)</u>
Apparel Store	3.15%
Automotive Trade	7.67
Building Material Retail	3.12
Computer Related Business Sector	9.00
Construction Sales/ Use Tax	9.66
Consumer Electronics	2.21
Eating Places	11.88
Food Stores	12.57
General Retail	15.87
Home Furnishings	1.65
Medical Marijuana	0.03
Recreational Marijuana	1.46
Transportation/Utilities	5.63
All Other	16.10
Total Sales and Use Tax	100.00

(1) Based on total sales and use tax collections of \$142,500,512 through October of 2024.

Source: The City.

Occupation Taxes and Accommodation Taxes

The City also imposes occupation taxes and accommodation taxes; a portion of the proceeds of those taxes are also deposited into the General Fund.

Accommodation Tax. The accommodation tax is imposed at a rate of 7.50% of the price paid for the leasing or rental of any hotel room, motel room or other public accommodation located in the City for lodging purposes, subject to exemptions for governmental or charitable purposes. The City's Sales Tax Division collects the accommodation tax monthly.

Utility Occupation Tax. The City also imposes a utility occupation tax on the delivery of electricity and natural gas. The previous utility occupation tax expired on December 31, 2022; however, in November 2022, voters within the City approved a new utility occupation tax effective January 1, 2023 through December 31, 2040. All utilities delivering electricity and gas to residential, commercial, or industrial customers must pay to the city manager the utility occupation tax. The amount due on January 1, 2023 was \$6,500,000 and shall be increased each year thereafter until December 31, 2024 by the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, all items. Utility occupation tax payments shall be remitted to the city manager in equal monthly installments not more than thirty days following the end of each month. The amounts realized under the utility occupation tax include: maintaining and expanding climate-focused programs and services; financing capital projects and stabilizing the funding for initiatives to meet the city's climate goals, including without limitation reduction of greenhouse gas emission, increasing resilience to climate-driven events; providing energy-related assistance to disadvantaged members of the community, including support for utility bill payments and access to renewable energy; improving system reliability and modernizing and supporting clean energy-related businesses, including, without limitation, new approaches in electrification of buildings and transportation and enhancement of resilience; implementing a partnership agreement with Public Service Company of Colorado; and increasing access to energy efficiency and renewable energy solutions. These amounts do not constitute legally available revenues for payments due under the Lease.

Ad Valorem Property Tax Information

Extraordinary Actions Taken in Response to Declaration of Emergency. The Governor, State agencies and the General Assembly took several actions in response to COVID-19 that impacted the administration of property taxes, such as extending filing deadlines, extending deadlines for the payment of property taxes and authorizing county treasurers to waive delinquent interest on late property tax payments for a period of time. Similar actions may be taken if another national pandemic or other national or State emergency is declared in the future. As a result, there is no guarantee that additional executive orders or legislation deferring the payment of property taxes to a later date, permanently waiving interest, or forgiving property tax liability in its entirety will occur and, if these or similar measures are adopted into law, the receipt of property taxes by the City may be delayed or reduced, and such reduction could be material.

Property Subject to Taxation. Property taxes are uniformly levied against the assessed valuation of all property subject to taxation by the City. Both real and personal property are subject to taxation, but there are certain classes of property which are exempt. Exempt property includes, but is not limited to: property of the United States of America; property of the State and its political subdivisions; public libraries; public school property; property used for charitable or religious purposes; nonprofit cemeteries; irrigation ditches, canals, and flumes used exclusively to

irrigate the owner's land; household furnishings and personal effects not used to produce income; intangible personal property; inventories of merchandise and materials and supplies which are held for consumption by a business or are held primarily for sale; livestock; agricultural and livestock products; and works of art, literary materials and artifacts on loan to a political subdivision, gallery or museum operated by a charitable organization. The State Board of Equalization supervises the administration of all laws concerning the valuation and assessment of taxable property and the levying of property taxes.

Calculation of Property Taxes Generally. The calculation of ad valorem tax revenues is described in State law. The taxation process includes the following steps, each of which is described in more detail below.

- Taxable property is first appraised by the County Assessor to determine its statutory "actual" value. See "Determination of Statutory Actual Value" below.
- Statutory "actual" value is then multiplied by the appropriate assessment percentage ratio to determine the assessed value of each property. The property types and the assessment ratios are determined by State law. See "Determination of Assessed Value" below.
- The mill levy of each taxing entity is then multiplied by the assessed value to determine the amount of property tax levied upon each property by each taxing entity. See "Taxation Procedure" below.

The statutes governing each step in this process may be amended by the Legislature to the extent they are not governed by State constitutional provisions, including TABOR. In recent years, the Legislature has taken action to amend the property taxation statutes, particularly the statutes governing the classes of property and related assessment ratios.

Future legislative actions and/or initiated constitutional amendments or statutory provisions may further amend the property taxation laws.

Determination of Statutory Actual Value. The county assessors annually conduct appraisals in order to determine, on the basis of statutorily specified approaches, the statutory "actual" value of all taxable property within the county as of January 1. Most property is valued using a market approach, a cost approach or an income approach. Residential property is required to be valued using the market approach. Agricultural property, exclusive of building improvements thereon, is valued by considering the earning or productive capacity of such lands during a reasonable period of time, capitalized at a statutory rate.

The statutory actual value of a property is not intended to represent its current market value, but, with certain exceptions, is determined by the County Assessor utilizing a "level of value" ascertained for each two-year reassessment cycle from manuals and associated data published by the State Property Tax Administrator for the statutorily-defined period preceding the assessment date. Under current law, real property is reappraised by the County Assessor's office every odd numbered year. The statutory actual value is based on the "level of value" for the period one and one-half years immediately prior to the July 1 preceding the beginning of the two-year reassessment cycle (adjusted to the final day of the data-gathering period). For example, values for levy year 2023 (collection year 2024) were based on an analysis of sales and other information for the period January 1, 2020 to June 30, 2022.

The County Assessor may consider market sales from more than one and one-half years immediately prior to July 1 if there were insufficient sales during the stated market period to accurately determine the level of value.

Oil and gas leaseholds and lands, producing mines and other lands producing nonmetallic minerals are valued based on production levels rather than by the base year method. Public utilities are valued by the State Property Tax Administrator based upon the value of the utility's tangible property and intangibles (subject to certain statutory adjustments), gross and net operating revenues and the average market value of its outstanding securities during the prior calendar year.

Determination of Assessed Valuation. Assessed value, which represents the value upon which ad valorem property taxes are levied, is calculated by the County Assessor as a percentage of statutory actual value. Since 2020, the Legislature has adopted statutes reducing the amount of actual value that is used to determine assessed valuation. The percentage used to calculate assessed valuation, called the assessment rate or the assessment ratio, differs depending upon the classification of each property. *Future actions of the Legislature or future citizen-initiated measures may take additional action to change property classifications, reduce the assessment rates, or change the calculation of statutory actual value for property at any time in the future.*

Prior to tax levy year 2021, the residential assessment rate was adjusted every two years in connection with the general reassessment of property described above. This adjustment was mandated by a provision of the State Constitution (known as "Gallagher") intended to avoid extraordinary increases in residential real property taxes when the base year level of value changed. As a result of application of Gallagher and TABOR, the residential assessment ratio declined from 21% to 7.15% of statutory actual value. In November 2020, the State's voters approved the repeal of Gallagher, and the Legislature is now responsible for setting residential assessment rates.

Since the repeal, the Legislature has adopted property tax-related legislation in each year, including the establishment of different residential assessment rates for school districts and non-school district governments. The following assessment rates are applicable to local government that are not school districts. These changes may be changed by the Legislature in the future; however, pursuant to the requirements of TABOR, any increase would generally require a Statewide vote.

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Assessment Rates Applicable to Local Governments – Tax Years 2024-2027⁽¹⁾

Property Class	Tax Year 2024	Tax Year 2025 ⁽²⁾	Tax Year 2026 ⁽²⁾	Tax Year 2027 and later ⁽²⁾
Residential	6.7% ⁽³⁾	6.25%/6.15% ⁽⁴⁾	6.8%/6.7% ⁽⁴⁾	6.8%/6.7% ⁽⁴⁾
Nonresidential				
Commercial	29.0% ⁽³⁾	27.0%	25.0%	25.0%
Agricultural/renewable energy	26.4	27.0	25.0	25.0
Vacant land	27.9	27.0	26.0	25.0
Producing oil & gas ⁽⁵⁾	87.5	87.5	87.5	87.5

- (1) “Tax year” refers to the year in which taxes are levied; the collection year is the following calendar year.
- (2) It is not clear that the State can increase the residential rate above these amounts in future years without a Statewide vote under TABOR.
- (3) For 2024, multifamily residential property is assessed at 6.7% of actual value after an actual value adjustment of \$55,000; thereafter it is included in residential property. For 2024, lodging property is assessed at 27.9% of actual value after an actual value adjustment of \$30,000; thereafter it is included in commercial property.
- (4) The tax rate is first percentage shown unless actual valuation growth exceeds 5% in a given year, in which case the rate will decrease to the second percentage shown.
- (5) Based on the selling price of oil and gas.

Reimbursement of “Lost” Revenues to Local Governments. The Legislature also established mechanisms for the State to determine and reimburse local governments (other than school districts) for revenues “lost” as a result of legislation; each county treasurer is required to distribute the total amount received from the State to the eligible local governmental entities within the county as if the revenues had been regularly paid as property taxes. There is no guarantee that the State will have sufficient resources to reimburse local governments for the lost property tax revenues.

Protests, Appeals, Abatements and Refunds. Property owners are notified of the valuation of their land or improvements, or taxable personal property and certain other information related to the amount of property taxes levied, in accordance with statutory deadlines. Property owners are given the opportunity to object to increases in the statutory actual value of such property and may petition for a hearing thereon before the County’s Board of Equalization. Upon the conclusion of such hearings, the County Assessor is required to complete the assessment roll of all taxable property and, no later than August 25th each year, prepare an abstract of assessment therefrom. The abstract of assessment and certain other required information is reviewed by the State Property Tax Administrator prior to October 15th of each year and, if necessary, the State Board of Equalization orders the County Assessor to correct assessments. The valuation of property is subject to further review during various stages of the assessment process at the request of the property owner, by the State Board of Assessment Appeals, the State courts or by arbitrators appointed by the Commissioners. On the report of an erroneous assessment, an abatement or refund must be authorized by the Commissioners; however, in no case will an abatement or refund of taxes be made unless a petition for abatement or refund is filed within two years after January 1 of the year in which the taxes were levied. Refunds or abatements of taxes are prorated among all taxing entities which levied a tax against the property.

Statewide Review. The Legislature is required to cause a valuation for assessment study to be conducted each year to ascertain whether or not county assessors statewide have complied with constitutional and statutory provisions in determining statutory actual values and assessed valuations for that year. The final study, including findings and conclusions, must be submitted to the Legislature and the State Board of Equalization by September 15th of the year in which the study is conducted. Subsequently, the Board of Equalization may order a county to conduct reappraisals and revaluations during the following property tax levy year. Accordingly, the City's assessed valuation may be subject to modification following any such annual assessment study.

Homestead/Disabled Veterans Property Tax Exemptions. The Colorado Constitution provides property tax exemptions for qualifying senior citizens (adopted in 2000) and for disabled veterans (adopted in 2006). The senior citizen provision provides that for property tax collection years 2007 and later (except that the exemption was suspended for collection years 2009 to 2012), the exemption is equal to 50% of the first \$200,000 of actual value of residential real property that is owner-occupied if the owner or his or her spouse is 65 years of age or older and has occupied such residence for at least 10 years. The disabled veterans provision provides that for property tax collection years 2008 and later, the same exemption is available to homeowners who have served on active duty in the U.S. Armed Forces and who are rated 100% permanently disabled by the federal government due to a service-connected disability. The State is required to reimburse all local governments for the reduction in property tax revenue resulting from these exemptions; therefore, it is not expected that this exemption will result in the loss of any property tax revenue to the City. There is no assurance, however, that the State reimbursement will be received in a time period which is sufficient to replace the reduced property tax revenue.

Taxation Procedure. The County Assessor is required to certify to the City the assessed valuation of property within the City no later than August 25th of each year. If the County Assessor makes changes in the valuation for assessment or the total actual value prior to December 10, the County Assessor notifies the City of those changes. Subject to the limitations of TABOR, based upon the valuation certified by the County Assessor, the City Council computes a rate of levy which, when levied upon every dollar of the valuation for assessment of property subject to the City's property tax, and together with other legally available Town revenues, will raise the amount required by the City in its upcoming fiscal year. The City subsequently certifies to the Commissioners the rate of levy sufficient to produce the needed funds. Such certification must be made no later than December 15th of the property tax levy year for collection of taxes in the ensuing year. The property tax rate is expressed as a mill levy, which is the rate equivalent to the amount of tax per one thousand dollars of assessed valuation. For example, a mill levy of 25 mills would impose a \$250 tax on a parcel of property with an assessed valuation of \$10,000.

The Commissioners levy the tax on all property subject to taxation by the City. By December 22nd of each year, the Commissioners must certify to the County Assessor the levy for all taxing entities within the applicable county. If the Commissioners fail to so certify, it is the duty of the County Assessor to extend the levies of the previous year. Further revisions to the assessed valuation of property may occur prior to the final step in the taxing procedure, which is the delivery by the County Assessor of the tax list and warrant to the County Treasurer.

Adjustment of Taxes to Comply with Certain Limitations. Section 29-1-301, C.R.S., contains a statutory restriction limiting the property tax revenues which may be levied for operational purposes to an amount not to exceed the amount of such revenue levied in the prior year plus 5.5% (subject to certain statutorily authorized adjustments).

Property Tax Collections. Taxes levied in one year are collected in the succeeding year. Thus, taxes certified in 2023 are being collected in 2024 and taxes certified in 2024 will be collected in 2025. Taxes are due on January 1st in the year of collection; however, they may be paid in either one installment (not later than the last day of April) or in two equal installments (not later than the last day of February and June 15th) without interest or penalty. Interest accrues on unpaid first installments at the rate of 1% per month from March 1 until the date of payment unless the whole amount is paid by April 30. If the second installment is not paid by June 15, the unpaid installment will bear interest at the rate of 1% per month from June 16 until the date of payment. Notwithstanding the foregoing, if the full amount of taxes is to be paid in a single payment after the last day of April and is not so paid, the unpaid taxes will bear penalty interest at the rate of 1% per month accruing from the first day of May until the date of payment. The County Treasurer collects current and delinquent property taxes, as well as any interest or penalty, and after deducting a statutory fee for such collection, remits the balance to the City on a monthly basis. The payments to the City must be made by the 10th of each month and shall include all taxes collected through the end of the preceding month. The County Treasurer also is required to make a second monthly payment to the City on or before the 24th day of the months of March, May and June, reflecting taxes collected through the 20th day of the respective month.

All taxes levied on property, together with interest thereon and penalties for default, as well as all other costs of collection, constitute a perpetual lien on and against the property taxed from January 1st of the property tax levy year until paid. Such lien is on a parity with the tax liens of other general taxes. It is the County Treasurer's duty to enforce the collection of delinquent real property taxes by tax sale of the tax lien on such realty. Delinquent personal property taxes are enforceable by distraint, seizure, and sale of the taxpayer's personal property. Tax sales of tax liens on realty are held on or before the second Monday in December of the collection year, preceded by a notice of delinquency to the taxpayer and a minimum of four weeks of public notice of the impending public sale. Sales of personal property may be held at any time after October 1st of the collection year following notice of delinquency and public notice of sale. There can be no assurance that the proceeds of tax liens sold, in the event of foreclosure and sale by the County Treasurer, would be sufficient to produce the amount required with respect to property taxes levied by the City and property taxes levied by overlapping taxing entities, as well as any interest or costs due thereon. Further, there can be no assurance that the tax liens will be bid on and sold. If the tax liens are not sold, the County Treasurer removes the property from the tax rolls and delinquent taxes are payable when the property is sold or redeemed. When any real property has been stricken off to a county and there has been no subsequent purchase, the taxes on such property may be determined to be uncollectible after a period of six years from the date of becoming delinquent and they may be canceled by the Commissioners after that time.

Potential Overlap with Tax Increment Authorities. Colorado law allows the formation of public highway authorities. Pursuant to statute, the board of directors of a public highway authority is entitled to designate areas within the authority's boundaries as "value capture areas" to facilitate the financing, construction, operation or maintenance of highways constructed by the authority; an authority is entitled to capture a portion of the property taxes in such an area to support these purposes. No public highway authority currently exists within the City. If a public highway authority value capture area is implemented in the future, it is impossible to predict the terms of the plan, including whether it would negatively impact the City's property tax revenues.

Similarly, the State law allows the formation of urban renewal authorities and downtown development authorities in areas which have been designated by the governing bodies of municipalities as blighted areas. Certain property in the City currently is located within urban

renewal areas authorized by the Boulder Urban Renewal Authority (“BURA”). Other redevelopment areas may be formed by BURA in the future. With respect to the property included in the boundaries of such districts and subject to a renewal plan, the assessed valuation of such property that is taxable does not increase beyond the amount existing in the year prior to the adoption of the plan (other than by means of the general reassessment). Any increase above the “base” amount is paid to the applicable authority. See “Ad Valorem Property Tax Data – History of City’s Assessed Valuation” below.

Ad Valorem Property Tax Data

A five-year history of the City’s certified assessed valuations is set forth in the following chart.

History of the City’s Assessed Valuations

<u>Levy/Collection Year</u>	<u>Total Assessed Value</u>	<u>Percent Change</u>
2020/2021	\$4,038,453,181	--
2021/2022	4,281,858,030	6.0%
2022/2023	4,227,301,563	(1.3)
2023/2024	5,095,162,033	20.5
2024/2025	5,091,582,194	(0.1)

Sources: State of Colorado, Department of Local Affairs, Division of Property Taxation, Annual Reports, 2020-2023; and the Boulder County Assessor’s Office.

A five-year history of the City’s mill levies is set forth in the following chart.

History of the City’s Mill Levy

<u>Levy/Collection Year</u>	<u>General Fund</u>	<u>Debt Service</u>	<u>Restricted⁽¹⁾</u>	<u>Total</u>
2020/2021	8.748	0.000	3.233	11.981
2021/2022	8.748	0.000	3.233	11.981
2022/2023	8.748	0.000	2.900	11.648
2023/2024	8.748	0.000	2.900	11.648
2024/2025	8.748	0.000	2.900	11.648

(1) The City Charter requires that 0.900 mills are levied for permanent parks capital funding.

Sources: State of Colorado, Department of Local Affairs, Division of Property Taxation, Annual Reports, 2020-2023; the Boulder County Assessor’s Office; and the City.

The following chart sets forth the City's ad valorem property tax collections for the time period indicated.

Property Tax Collections for the City

Levy/ Collection Year	Total Taxes Levied ⁽¹⁾	Total Current Tax Collections ⁽²⁾	Collection Rate
2019/2020	\$48,264,318	\$48,154,190	99.77%
2020/2021	48,384,708	48,263,219	99.75
2021/2022	51,300,941	51,173,299	99.75
2022/2023	49,239,609	49,143,245	99.80
2023/2024	59,348,447	59,207,220	99.76

(1) Levied amounts do not reflect abatements or other adjustments.

(2) The county treasurer's collection fees have not been deducted from these amounts. Figures do not include interest, fees and penalties.

Sources: State of Colorado, Department of Local Affairs, Division of Property Taxation, Annual Reports, 2019-2023; and the Boulder County Treasurer's Office.

Based upon the most recent information available from the County Assessor's Office, the following chart represents the largest taxpayers within the City as measured by assessed value. A determination of the largest taxpayers can be made only by manually reviewing individual tax records. Therefore, it is possible that owners of several small parcels may have an aggregate assessed value in excess of those set forth in the following chart. Furthermore, the taxpayers shown in the chart may own additional parcels within the City not included herein. No independent investigation has been made of and consequently there can be no representation as to the financial conditions of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City.

Largest Taxpayers in the City for 2024

Taxpayer Name	Assessed Valuation	Percentage of Total Assessed Valuation ⁽¹⁾
Google ⁽²⁾	\$50,727,524	1.00%
Kyndryl Inc.	45,973,827	0.90
Ball Aerospace and Technologies Corp.	41,209,112	0.81
Corden Pharma Colorado Inc.	37,554,038	0.74
Public Service Co. of Colorado - Xcel	36,691,825	0.72
Bear Mountain Holdings LLC Et Al	35,815,453	0.70
BRE-BMR Flatiron I LLC	33,473,890	0.66
BCSP Pearl East Property LLC	29,196,033	0.57
Macerich Twenty Ninth Street LLC	27,457,026	0.54
Ten Eleven Pearl LLC	<u>25,871,104</u>	<u>0.51</u>
TOTAL	<u>\$363,969,832</u>	<u>7.15%</u>

(1) Based on a 2024 certified assessed valuation of \$5,091,582,194.

(2) Google includes Google Inc. and Google LLC.

Source: Boulder County Assessor's Office.

The following table sets forth the current assessed valuation of specific classes of real and personal property within the City. Residential property accounts for the largest percentage of the City's assessed valuation, and therefore it is anticipated that owners of residential property will pay the largest percentage of ad valorem property taxes levied by the City.

2024 Assessed Valuation of Classes of Property in the City

Property Class	Total Assessed Valuation	Percent of Assessed Valuation
Residential	\$2,631,275,787	51.68%
Commercial	1,943,307,185	38.16
Industrial	418,894,867	8.23
State Assessed	65,595,200	1.29
Vacant	32,016,241	0.63
Agricultural	492,508	0.01
Natural Resources	406	0.00
TOTAL	<u>\$5,091,582,194</u>	<u>100.00%</u>

Source: Boulder County Assessor's Office.

Mill Levies Affecting Property Owners Within the City

In addition to the City's ad valorem property tax levy, owners of property located within the City are obligated to pay property taxes to other taxing entities in which their property is located. As a result, property owners within the City's boundaries may be subject to different mill levies depending upon the location of their property. The following table reflects a sample mill levy that may be imposed on certain properties within the City and is not intended to portray the mills levied against all properties within the City. Property owners within the City may be subject to a larger or smaller total mill levy than the sample given in the following table.

2024 Sample Mill Levy Affecting City Property Owners

Taxing Entity ⁽¹⁾	2024 Mill Levy ⁽²⁾
Boulder Valley School District No. Re-2	48.175
Boulder County	22.661
Boulder Downtown Commercial District F/K/A	
Boulder Central General Improvement District	3.743
Boulder Public Library District	3.500
Northern Colorado Water Conservancy District	1.000
Urban Drainage and Flood Control District	<u>0.900</u>
Total Overlapping Sample Mill Levy	<u>79.979</u>
The City	11.648
Total Sample Mill Levy	<u>91.627</u>

(1) The Regional Transportation District also overlaps the City, but does not assess a mill levy.

(2) One mill equals 1/10 of one cent. Mill levies certified in 2024 are for the collection of ad valorem property taxes in 2025.

Source: Boulder County Assessor's Office.

Estimated Overlapping General Obligation Debt

In addition to the general obligation indebtedness of the City, other taxing entities are authorized to incur general obligation debt within boundaries that overlap or partially overlap the boundaries of the City. The following chart sets forth the estimated overlapping general obligation debt chargeable to property owners within the City as of the date of this Official Statement.

Estimated Overlapping General Obligation Debt

Entity ⁽¹⁾	2024 Assessed Valuation ⁽²⁾	Outstanding General Obligation Debt	Outstanding General Obligation Debt Attributable to the City ⁽³⁾	
			Percent	Debt
Boulder Valley School District No. Re-2	\$9,594,871,164	\$849,610,000	52.36%	\$444,855,796
Knollwood Metropolitan District	12,419,796	2,587,000	100.00	2,587,000
Northern Colorado Water Conservancy District ⁽⁴⁾	32,850,659,296	1,761,985	15.44	272,050
Rocky Mountain Fire Protection District Bond Only	622,583,995	2,995,000	1.87	56,007
St. Vrain Valley School District RE-1J	5,345,916,608	550,735,000	1.26	<u>6,939,261</u>
TOTAL				<u>\$454,710,114</u>

- (1) The following entities also overlap the City, but have no reported general obligation debt outstanding: Boulder County; Boulder Downtown Commercial District F/K/A Boulder Central General Improvement District; Boulder Forest Glen Transit Pass General Improvement District; Boulder Junction Access General Improvement District – Parking; Boulder Junction Access General Improvement District – Travel Demand Management; Boulder Public Library District; Boulder Rural Fire Protection District; Downtown Boulder Business Improvement District; Left Hand Water District; Mountain View Fire Protection District; Niwot Sanitation District; Regional Transportation District; University Hill General Improvement District; and Urban Drainage and Flood Control District.
- (2) Assessed values certified in 2024 are for collection of ad valorem property taxes in 2025.
- (3) The percentage of each entity's outstanding debt chargeable to the City is calculated by comparing the assessed valuation of the portion overlapping the City to the total assessed valuation of the overlapping entity. To the extent the City's assessed valuation changes disproportionately with the assessed valuation of overlapping entities, the percentage of debt for which property owners within the City are responsible will also change.
- (4) The Northern Colorado Water Conservancy District ("NCWCD") lies in eight counties. NCWCD's general obligation debt consists of a perpetual contract payable with the United States Bureau of Reclamation for the Horsetooth Dam Rehabilitation project.

Sources: Assessors' Offices of Boulder, Gilpin, Larimer, Logan, Morgan, Sedgwick, Washington and Weld Counties; Assessor's Office of the City and County of Broomfield; and individual taxing entities.

THE CORPORATION

General

The Corporation was formed as a Colorado nonprofit corporation in 1988. The Corporation was formed for the purpose of acquiring real and personal property, and leasing, selling or otherwise conveying the same to the City.

The Corporation is governed by a nine-member board of directors, which consists of the Mayor and Council of the City. The Corporation's officers include a President, a Vice President and a Secretary-Treasurer, which, pursuant to its Bylaws, shall be the Mayor, the Mayor Pro Tem, and the Chief Financial Officer of the City, respectively.

The Corporation's Limited Liability

The Corporation has entered into the Lease with the City solely to facilitate the financing of the Project. The Corporation assigns, pursuant to the Indenture, its rights and interests under the Lease to the Trustee for the benefit of the Owners. Since the Corporation is not financially liable for, and will not make, any Lease payments (including Base Rentals or Additional Rentals), the Owners will have no right to look to the Corporation, or its assets, for any payment of the Certificates, the interest thereon or for any other payments. In addition, the Corporation has no responsibility for or control over the expenditures of the proceeds of the Certificates. The Corporation's obligations with respect to the Certificates and the Project are strictly limited to those provided for in the Lease and the Indenture. Furthermore, neither the Lease nor the Indenture creates any pecuniary liability on the part of directors or officers of the Corporation.

THE CITY

Description

The City is a municipal corporation duly organized and existing as a home rule city under Article XX of the Constitution of the State and the home rule charter of the City. The City, with an estimated population of approximately 107,000, is in north central Colorado, approximately twenty-five miles northwest of Denver, Colorado. The City encompasses twenty-five square miles and is the county seat of Boulder County.

Governing Body

The City operates under a council-manager form of government whereby all powers of the City are vested in an elected City Council. Under this form of government, the elected City Council sets the policies for the operation of the Boulder government. The administrative responsibility of the city rests with the City Manager who is appointed by the City Council. The City Council consists of nine members, including a mayor and mayor pro tem. In the 2023 November election, the City of Boulder conducted Ranked Choice Voting (RCV) for the first time to elect its Mayor. Starting in 2026, the City of Boulder will transition to even-year elections for all municipal candidate races. In order to transition to even-year elections, in the 2023 election the term length for both the Mayor and City Council members elected will be three years. The present members of the City Council, their principal occupations, lengths of service to the City Council, and terms of office are as follows:

<u>Name and Office</u>	<u>Principal Occupation</u>	<u>Date Elected</u>	<u>Term Expires</u>
Aaron Brockett, Mayor	Computer programmer	11/2023	11/2026
Mark Wallach, Council member	Retired attorney and developer	11/2021	11/2025
Matt Benjamin, Council member	Astronomer	11/2021	11/2025
Lauren Folkerts, Mayor Pro Tem	Architect	11/2021	11/2025
Tina Marquis, Council member	Marketing	11/2023	11/2026
Nicole Speer, Council member	Scientist	11/2021	11/2025
Taishya Adams, Council member	Educator and environmentalist	11/2023	11/2026
Tara Winer, Council member	Small business owner	11/2023	11/2026
Ryan Schuchard, Council member	Financial consultant	11/2023	11/2026

Administrative Personnel

Various individuals are responsible for implementation of the City Council's actions with respect to the day-to-day operation and maintenance of the City. The following paragraphs summarize the background and experience of selected City administrative personnel.

The City Manager manages the day-to-day business of the City government; sets strategic direction to achieve the City's community sustainability goals; implements council determined policies; coordinates community issues between departments; and supervises the work of the departments.

Ms. Rivera-Vandermyde joined the City in 2021 and currently serves as the City Manager. She has been a local government leader since 2013 when she was hired by the City of Minneapolis, Minnesota, as the director of regulatory services. She progressed to the roles

of deputy city coordinator and city coordinator within that time. In 2019, she moved to Austin, Texas to take on a deputy city manager role. Rivera-Vandermyde received her Juris Doctor degree from New York University School of Law and her Bachelor of Arts in Political Science and English from Amherst College.

Chris Meschuk, Deputy City Manager. Mr. Meschuk serves as Deputy City Manager. Chris joined the city in 2005 and has served in numerous roles in the City Manager’s office and planning department, most recently as Assistant City Manager. As Deputy City Manager, Mr. Meschuk serves as the City Manager Liaison on citywide issues and projects, working in collaboration with City departments to support the City’s current and future needs. He holds a master’s degree in urban and Regional Planning from the University of Colorado Denver, a Bachelor of Environmental Design from the University of Colorado Boulder and is a certified Planner with the American Institute of Certified Planners. Mr. Meschuk currently volunteers with community service and youth leadership development organizations.

Joel Wagner, Interim Chief Financial Officer. Joel Wagner was appointed Interim Chief Financial Officer in November 2024 after serving as the Finance Deputy Director for two years. Joel joined the City in 2014 to lead the financial and administrative aspects of the city’s recovery from the 2013 floods and grew into project management and division management roles in the support of the City’s vision of service excellence for an inspired future. Prior to joining the City, Joel served as Director of Finance for the Stewardship Council, a Private Foundation that supported land conservation and environmental education for underserved youth throughout Central and Northern California. Joel holds an undergraduate degree in Finance from the University of Colorado, and a Master of Business Administration from San Francisco State University.

Growth Policy

The City and County have jointly adopted a comprehensive plan, the Boulder Valley Comprehensive Plan (the “BVCP”), that directs new urban development to the City’s service area, preserves land outside the urban growth boundary, promotes a compact community, provides for affordable housing, and promotes alternative transportation modes. A mid-term review to the plan began in 2017 and was adopted in 2021. A link to the plan can be found here <https://bouldercolorado.gov//media/3350/download>.

Based on the most recent data, the City, and its service area (Areas I and II) had a population of approximately 107,000 (2020 estimate) and employment of 98,499 (2019 estimate). Approximately 30,000 students attend the University of Colorado. Over the next 25 years, the City is projected to add another 6,500 housing units, 19,000 people and 19,000 jobs. It should be noted that these projections occur only with every major update to the BVCP. The next major update is anticipated to occur in 2025. Since there is little vacant land left in the City’s service area, most of the growth will occur through redevelopment.

Public Utilities

Water and sewer services are provided by the City. Gas and electricity for the City are currently provided by Xcel Energy. Rates for gas, electricity and telephone services are provided by private companies regulated by the Public Utilities Commission.

Retirement and Pension Matters

City employees are covered under several retirement plans and other, non-City funded postemployment benefits are available to employees. The matters are discussed in significant detail in Notes V, W and X to the City's audited financial statements, attached to this Official Statement as Appendix A.

Labor Relations

Non-management, non-exempt employees of most City departments are presently represented by the BMEA. As of August 15, 2023, there were 401 standard employees represented by the BMEA. In addition, the City also has economic contracts with the police association (164 employees) and the firefighters' association (118 employees); those contracts have been renewed through the last pay period of 2023. New contracts with each association are pending ratification and approval, extending contracts to December 31, 2024, with BMEA and December 31, 2025 with the firefighters' association and police association. In the opinion of the City's Human Resources Director, the City's relationship with its employees is presently good.

Risk Management

General. The City Council acts to protect the City against loss and liability by maintaining certain insurance coverages, including property, general liability, automobile, law enforcement, public officials' errors and omissions, crime coverages, cybersecurity, workers' compensation, flood, terrorism, equipment breakdown, art, airport liability, drone, and fiduciary. The City's current coverages expire on April 15, 2025, prior to which point the Risk Management division will work with the City's insurance broker to secure renewals or new lines of coverage. The City's various insurance policies have varying premiums, deductibles, and coverage limits.

In the opinion of the Chief Financial Officer, the City's insurance policies provide adequate insurance protection for the City. See Note J in the audited financial statements attached hereto for a description of the City's 2023 risk management activities.

Cybersecurity. The City has not been the subject of any successful cyberattack that impacted or affected operations or financial recording/reporting functions. The City has cybersecurity training programs and mitigation/prevention plans for cyberattacks. Additionally, the City has cybersecurity insurance.

CITY FINANCIAL AND DEBT STRUCTURE

Budget Process

The City's fiscal year runs in tandem with the calendar year (January 1 to December 31). The budget development timeline is established by the Charter and the process is designed to allow for early and active Council participation with an emphasis on public input. Although the budget is developed throughout the year, the majority of the effort occurs between February and October, with the budget for the coming fiscal year adopted by December 1 as required by the Charter. Once the budget is adopted, departments are given full spending authority for their budgets within the parameters of the City's policy guidelines. In years where new initiatives are launched and/or other unique circumstances become apparent after annual budget approval, adjustments to the base budget may be brought forward for Council consideration.

Financial Statements

General. The City Charter requires that an annual audit of the City's financial statements be made as soon as practicable after the close of each fiscal year. State law also requires an annual audit to be made of the City's financial statements at the end of the fiscal year. The audited financial statements must be filed with the City Council within six months after the end of the fiscal year and with the state auditor 30 days thereafter. Failure to file an audit report may result in the withholding of the City's property tax revenues by the county treasurers pending compliance.

The City's audited basic financial statements, derived from the City's 2023 Annual Comprehensive Financial Report ("ACFR"), are attached to this Official Statement as Appendix A. Those financial statements are the most current audited financial information available for the City.

Awards. The City received the Certificate of Achievement for Excellence in Financial Reporting awarded by the GFOA for its 2022 ACFR. This is the 34th consecutive year that the City has achieved this prestigious award and the forth-first year in total. The certificate is the highest form of recognition in the area of governmental financial reporting and is awarded to governmental entities whose comprehensive annual financial reports are judged to conform substantially to program standards. The City has submitted its 2023 ACFR for award consideration.

Additionally, the City received the GFOA's Distinguished Budget Presentation Award for its 2023 Budget document. To qualify for the Distinguished Budget Presentation Award, the City's Budget document had to be judged proficient as a policy document, a financial plan, an operations guide and a communications device.

Debt Limitation

The Charter limits City indebtedness to no more than three percent of the total assessed valuation of real property within the City. The City's 2024 assessed valuation is \$5,091,582,194 therefore, the maximum general obligation debt permitted by the Charter is \$152,747,466. This limit does not include revenue bonds, even if there is a contingent pledge of the full faith and credit of the City. The City presently has no indebtedness outstanding which applies toward the debt limit.

Outstanding Obligations

Revenue Obligations with General Obligation Pledge. Set forth below are certain obligations of the City outstanding secured with a pledge of revenues other than the Net Income and additionally secured by a pledge of the City's full faith and credit.

Outstanding Revenue Bonds Secured by a General Obligation Pledge

<u>Obligation</u>	<u>Principal Outstanding (as of 12/31/2024)</u>
Open Space Acquisition Bonds, Series 2014	\$5,570,000
Waste Reduction Refunding Note, Series 2020	1,840,000
Total	<u>\$7,410,000</u>

Other Revenue Obligations. The City has the authority to issue revenue obligations payable from the net revenues derived from the operation of municipality-owned utilities or other income producing projects or from the revenue received from certain taxes other than ad valorem property taxes. Such obligations do not constitute an indebtedness of the City as defined by the City Charter; however, except for refinancing bonded debt at a lower interest rate, TABOR requires that all multiple fiscal year obligations of the City have voter approval, unless the City qualifies the issuing utility as an enterprise, which would exempt the issuance of such debt from the provisions of TABOR.

The following table sets forth the City's revenue obligations, including those secured by the Net Income (other than conduit issuances), which are outstanding as of December 1, 2024.

Other Outstanding Revenue Obligations

<u>Bond Issue</u>	<u>Principal Outstanding (as of 12/01/24)</u>
Water and Sewer Revenue Refunding Bonds, Series 2012	\$ 2,945,000
Water and Sewer Revenue Bonds, Series 2015	6,215,000
Stormwater and Flood Management Revenue Bonds, Series 2015	13,415,000
Water and Sewer Revenue Bonds, Series 2016	21,055,000
Water and Sewer Revenue Bonds, Series 2018	29,470,000
Water and Sewer Revenue Refunding Note, Series 2020	3,155,000
Water and Sewer Revenue Bonds, Series 2022	39,325,000
Water and Sewer Revenue Bonds, Series 2024	83,000,000
Colorado Water Resources and Power Development Authority Loans 2024	16,207,675
Total	<u>\$214,787,675</u>

General Fund Bonds. In 2020, the City issued its Taxable Pension Obligation Refunding Note, Series 2020, which is are presently outstanding in the aggregate principal amount of \$3,370,000 and in 2021 the City issued its General Fund Refunding Note, Taxable Converting to Tax-Exempt, Series 2021, which is presently outstanding in the aggregate principal amount of \$20,480,000. These bonds are not general obligations of the City but are secured by all legally available funds and revenues of the City's General Fund.

Special Assessment Bonds. The City has the power to create special improvement districts and to issue special assessment bonds payable from assessments against benefited properties within the district. The City does not have any outstanding special improvement districts.

Leases and Long-Term Contracts. The City Council has the authority to enter installment or lease option contracts, subject to annual appropriation, for the purchase of property or capital equipment without prior electoral approval as described in “LEGAL MATTERS-Certain Constitutional Limitations.” The term of any such contract may not extend over a period greater than the estimated useful life of the property or equipment. As of December 1, 2024, the City has outstanding approximately \$5,359,000 of lease purchase revenue notes, which are subject to annual appropriation and payable from revenues guaranteed by the City’s open space sales and use tax.

The City has also entered into a lease purchase agreement with the Boulder Municipal Property Authority dated as of November 1, 2015 (the “2015 Lease”) with respect to several buildings and properties used by the City. In connection with the 2015 Lease, Taxable Certificates of Participation, Series 2015, were issued and are presently outstanding in the aggregate principal amount of \$26,825,000. The City’s obligation to pay rent under the 2015 Lease is subject to annual appropriation and may be terminated by the City during any fiscal year for all subsequent fiscal years. The City’s annual rental payments under the 2015 Lease total approximately \$2.8 million per year through 2036.

In addition, the City has entered into a lease purchase agreement with the Boulder Municipal Property Authority dated as of September 1, 2019 (the “2019 Lease”) with respect to several buildings and properties used by the City. In connection with the 2019 Lease, Taxable Certificates of Participation, Series 2019, were issued and are presently outstanding in the aggregate principal amount of \$15,915,000. The City’s obligation to pay rent under the 2019 Lease is subject to annual appropriation and may be terminated by the City during any fiscal year for all subsequent fiscal years. The City’s annual rental payments under the 2019 Lease total approximately \$1.3 million per year through 2039.

Mill Levy Limitations and Tax Rates

The Charter restricts the property tax levy to 13.0 mills on a dollar of assessed valuation. This limitation does not include special assessments for local improvements, payment of interest or principal on bonded indebtedness or the charter mill levy for health and hospital purposes. Article X, Section 20 of the Colorado Constitution, however, imposes limitations which are substantially more restrictive than those of the Charter. See “LEGAL MATTERS-Certain Constitutional Limitations.”

The current total City mill levy is 11.648. The general operating mil levy is 8.748; earmarked funds from the property tax include 2.000 mills for public safety and 0.900 mills for the Permanent Park and Recreation Fund.

ECONOMIC AND DEMOGRAPHIC INFORMATION

This portion of the Official Statement contains general information concerning historic economic and demographic conditions in and surrounding the City. It is intended only to provide prospective investors with general information regarding the City's community. The information was obtained from the sources indicated and is limited to the time periods indicated. The information is historic in nature; it is not possible to predict whether the trends shown will continue in the future. The City makes no representation as to the accuracy or completeness of data obtained from parties other than the City.

Population

The following table sets forth the populations of the City, Boulder County and the State of Colorado for the time periods shown. Between 2010 and 2020, the population of the City increased 11.2% and the population of Boulder County increased 12.3%. The State's population increased 14.8% during the same time period.

Year	<u>Population</u>					
	City of Boulder	Percent Change	Boulder County	Percent Change	Colorado	Percent Change
1980	76,685	--	189,625	--	2,889,735	--
1990	83,312	8.6%	225,339	18.8%	3,294,394	14.0%
2000 ⁽¹⁾	94,673	13.6	269,814	19.7	4,301,261	30.6
2010	97,385	2.9	294,567	9.2	5,029,196	16.9
2020	108,250	11.2	330,758	12.3	5,773,714	14.8
2021	104,704	--	327,096	--	5,811,121	--
2022	107,037	2.2%	327,372	0.1%	5,840,234	0.5%
2023	106,852	(0.2)	326,663	(0.2)	5,876,300	0.6

(1) The Colorado State Demography Office adjusted the 2000 figure for Boulder County to reflect the 2001 creation of the City and County of Broomfield.

Sources: United States Department of Commerce, Bureau of the Census (1980-2020) and Colorado State Demography Office (2021-2023 estimates, which are subject to periodic revisions, and 2000 figure for Boulder County).

Income

The following table sets forth annual per capita personal income levels for Boulder County, the State and the United States. Per capita levels in Boulder County have consistently exceeded State and national levels during the period shown.

Annual Per Capita Personal Income

<u>Year⁽¹⁾</u>	<u>Boulder County</u>	<u>Colorado</u>	<u>United States</u>
2019	\$78,641	\$61,276	\$55,566
2020	81,963	64,693	59,123
2021	92,317	71,706	64,460
2022	95,454	76,674	66,244
2023	100,242	80,068	69,810

(1) Figures for Boulder County updated November 14, 2024. State and national figures updated September 27, 2024. All figures are subject to periodic revisions.

Source: United States Department of Commerce, Bureau of Economic Analysis.

Employment

The following table presents information on employment within Boulder County, the State and the United States for the period indicated.

<u>Year</u>	<u>Labor Force and Percent Unemployed</u>		<u>Colorado⁽¹⁾</u>		<u>United States</u>
	<u>Boulder County⁽¹⁾</u>		<u>Labor Force</u>	<u>Percent Unemployed</u>	<u>Percent Unemployed</u>
2019	194,132	2.3%	3,104,684	2.7%	3.7%
2020	190,477	5.7	3,082,228	6.8	8.1
2021	197,273	4.4	3,149,673	5.5	5.3
2022	200,348	2.6	3,186,932	3.1	3.6
2023	202,678	2.8	3,230,482	3.2	3.6
<u>Month of October</u>					
2023	204,743	2.9%	3,244,344	3.2%	3.8%
2024	206,057	4.1	3,272,611	4.4	4.1

(1) Figures for Boulder County and the State are not seasonally adjusted.

Sources: State of Colorado, Department of Labor and Employment, Labor Market Information, Labor Force Data and United States Department of Labor, Bureau of Labor Statistics.

The following table sets forth the number of individuals employed within selected Boulder County industries that are covered by unemployment insurance. In 2023, the largest employment sector in Boulder County was professional and technical services (comprising approximately 18.3% of the county's work force), followed, in order, by educational services, health care and social assistance, manufacturing, and accommodation and food services. For the twelve-month period ended December 31, 2023, total average employment in Boulder County increased 0.9% as compared to the same period ending December 31, 2022, and the average weekly wage increased by approximately 4.1% during the same period.

Average Number of Employees within Selected Industries - Boulder County

<u>Industry</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024⁽²⁾</u>
Accommodation and Food Services	17,956	13,441	15,391	17,074	17,250	15,793
Administrative and Waste Services	6,416	6,198	6,250	6,122	5,697	5,330
Agriculture, Forestry, Fishing, Hunting	569	611	650	694	634	551
Arts, Entertainment and Recreation	3,475	2,605	2,837	3,303	3,619	3,559
Construction	5,837	5,447	5,457	5,581	5,744	5,377
Educational Services	23,172	22,172	21,997	22,937	23,494	23,910
Finance and Insurance	4,118	4,108	4,158	4,297	4,123	3,965
Government	8,447	8,323	7,997	8,036	8,332	8,230
Health Care and Social Assistance	23,357	22,056	22,702	22,429	23,248	23,319
Information	8,603	8,527	8,977	9,391	8,580	8,830
Management of Companies/Enterprises	1,525	1,614	1,811	1,873	1,899	1,912
Manufacturing	19,804	20,056	21,076	21,949	21,230	20,855
Mining	177	172	226	206	195	204
Non-classifiable	17	20	18	20	72	10
Other Services	5,415	4,862	5,240	5,454	5,649	5,734
Professional and Technical Services	30,085	30,439	32,063	34,751	35,715	34,723
Real Estate, Rental and Leasing	2,782	2,700	2,843	2,766	2,741	2,496
Retail Trade	17,493	16,565	17,181	16,700	16,824	16,524
Transportation and Warehousing	2,177	2,291	2,343	2,185	2,197	2,208
Utilities	307	311	330	392	498	531
Wholesale Trade	<u>6,730</u>	<u>6,481</u>	<u>6,778</u>	<u>7,223</u>	<u>7,335</u>	<u>7,698</u>
Total ⁽¹⁾	<u>188,461</u>	<u>178,999</u>	<u>186,322</u>	<u>193,381</u>	<u>195,074</u>	<u>191,759</u>

- (1) Figures may not equal totals when added due to the rounding of averages or the inclusion in the total figure of employees that were not disclosed in individual classifications.
- (2) Figures are averaged through the first quarter of 2024.

Source: State of Colorado, Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages (QCEW).

Major Employers

The following table sets forth a selection of the largest public and private employers in Boulder County. No independent investigation of the stability or financial condition of the employers listed hereafter has been conducted; therefore, no representation can be made that these employers will continue to maintain their status as major employers in the area.

Major Employers in Boulder County

Name of Employer	Product or Service	Estimated Number of Employees ⁽¹⁾
University of Colorado at Boulder	Higher education	10,489 ⁽²⁾
Ball Aerospace & Technologies Corporation	Aerospace, technologies, and services	5,200
St. Vrain Valley School District RE-1J	K-12 education	3,831 ⁽³⁾
Boulder Valley School District No. Re-2	K-12 education	3,786 ⁽⁴⁾
Boulder Community Health	Healthcare	2,300
Boulder County	Government	2,075
Google	Internet services and products	1,500
Good Samaritan Medical Center	Healthcare	1,200
University Corp. for Atmos. Research	Research and training	1,200
Longmont Community Hospital	Healthcare	1,000

(1) December 2023 figures unless otherwise noted.

(2) Figure as of October 17, 2024. Figure does not include student employees.

(3) Full-time equivalent employees as presented in the employer's Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024.

(4) Full-time equivalent employees as presented in the employer's Annual Comprehensive Financial Report for the fiscal year ended June 30, 2023.

Sources: Colorado Department of Labor and Employment as presented in the Boulder County *Annual Comprehensive Financial Report* for the year ended December 31, 2023; and individual employers.

Foreclosure Activity

The following table sets forth the number of foreclosures filed in Boulder County during the time period shown. Such information only represents the number of foreclosures filed and does not consider foreclosures that were filed and subsequently redeemed or withdrawn.

History of Foreclosures – Boulder County

Year	Number of Foreclosures	Percent Change
2019	146	--
2020	48	(67.1)%
2021	38	(20.8)
2022	127	234.2
2023	116	(8.7)
2024 ⁽¹⁾	109	--

(1) Figures are for foreclosures filed from January 1 through November 30, 2024.

Sources: Colorado Division of Housing (2019 to 2020 figures) and Boulder County Public Trustee's Office (2021 to 2024 figures).

TAX MATTERS

Generally

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, the portion of the Base Rentals allocable to the Certificates paid by the City which is designated and paid as interest (including any original issue discount properly allocable to the owner of a Certificate), as provided in the Lease and received by the Owners of the Certificates (the “Interest Portion”), is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The opinion described above assumes the accuracy of certain representations and compliance by the City, the Corporation and the Trustee with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Certificates. Failure to comply with such covenants could cause the Interest Portion to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Certificates. The City, the Corporation and the Trustee have covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Certificates. The Interest Portion may affect the federal alternative minimum tax imposed on certain corporations.

The accrual or receipt of interest on the Certificates may otherwise affect the federal income tax liability of the owners of the Certificates. The extent of these other tax consequences will depend upon such owners’ particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences.

Purchasers of the Certificates, particularly purchasers that are corporations (including S corporations, foreign corporations operating branches in the United States of America, and certain corporations subject to the alternative minimum tax imposed on corporations), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Certificates.

Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent the Interest Portion is excludable from gross income for federal income tax purposes, such Interest Portion is excludable from Colorado taxable income and Colorado alternative minimum taxable income. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Certificates under the laws of the State or any other state or jurisdiction.

Original Issue Premium

The Certificates that have an original yield below their respective interest rates, as shown on the cover page of this Official Statement (collectively, the “Premium Certificates”), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Certificate over its stated redemption price at maturity constitutes premium on such Premium Certificate. A purchaser of a Premium Certificate must amortize any premium over such Premium Certificate’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of

Premium Certificates callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser's basis in such Premium Certificate is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Certificate prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Certificates should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Certificate.

Original Issue Discount

The Certificates that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "Discounted Tax-Exempt Obligations"), are being sold at an original issue discount. The difference between the initial public offering prices of the Discounted Tax-Exempt Obligations and their stated amounts to be paid at maturity, (excluding "qualified stated interest" within the meaning of Section 1.1273-1 of the Regulations) constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount which is treated as having accrued with respect to such Discounted Tax -Exempt Obligation is added to the cost basis of the owner in determining, for federal income tax purposes, gain or loss upon disposition of a Discounted Tax -Exempt Obligation (including its sale, redemption or payment at maturity). Amounts received upon disposition of a Discounted Tax-Exempt Obligation which are attributable to accrued original issue discount will be treated as tax exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discounted Tax-Exempt Obligation, on days which are determined by reference to the maturity date of such Discounted Tax-Exempt Obligation. The amount treated as original issue discount on a Discounted Tax -Exempt Obligation for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discounted Tax -Exempt Obligation (determined by compounding at the close of each accrual period); and (ii) the amount which would have been the tax basis of such Discounted Tax -Exempt Obligation at the beginning of the particular accrual period if held by the original purchaser; and less (b) the amount of any interest payable for such Discounted Tax -Exempt Obligation during the accrual period. The tax basis is determined by adding to the initial public offering price on such Discounted Tax-Exempt Obligation the sum of the amounts which have been treated as original issue discount for such purposes during all prior periods. If a Discounted Tax-Exempt Obligation is sold between semiannual compounding dates, original issue discount which would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discounted Tax-Exempt Obligations should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date and with respect to the state and local consequences of owning a Discounted Tax-Exempt Obligation. Subsequent purchasers of Discounted Tax-Exempt Obligations that purchase such

bonds for a price that is higher or lower than the “adjusted issue price” of the bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Backup Withholding

An owner of a Certificate may be subject to backup withholding at the applicable rate determined by statute with respect to interest paid with respect to the Certificates if such owner fails to provide to any person required to collect such information pursuant to Section 6049 of the Code with such owner’s taxpayer identification number, furnishes an incorrect taxpayer identification number, fails to report interest, dividends or other “reportable payments” (as defined in the Code) properly, or, under certain circumstances, fails to provide such persons with a certified statement, under penalty of perjury, that such owner is not subject to backup withholding.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading “TAX MATTERS” or adversely affect the market value of the Certificates. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Certificates. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Certificates or the market value thereof would be impacted thereby. Purchasers of the Certificates should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Certificates, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE CERTIFICATES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE CERTIFICATES AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE CERTIFICATES.

LEGAL MATTERS

Litigation

General. The City has been advised that to the best knowledge of the City Attorney as of the date of this Official Statement, there are no suits or claims currently pending or threatened against the City that will materially and adversely affect the financial condition or operations of the City; the Leased Property; the City’s power to execute and deliver the Lease; the proceedings and authority under which the Certificates are issued, or affecting the validity of the Certificates; and neither the corporate existence nor the boundaries of the City or the title of its present officers to their respective offices is being contested.

Sovereign Immunity

The Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S. (the “Immunity Act”), provides that, with certain specified exceptions, sovereign immunity acts as a bar to any action against a public entity, such as the City, for injuries which lie in tort or could lie in tort.

The Immunity Act provides that sovereign immunity is waived by a public entity for injuries occurring as a result of certain specified actions or conditions, including: the operation of a non-emergency motor vehicle owned or leased by the public entity; operation and maintenance of any public water, gas, sanitation, electrical, power or swimming facility; a dangerous condition of any public building; the operation of any public water facility; and a dangerous condition of a public highway, road or street as provided in the Immunity Act. In such instances, the public entity may be liable for injuries arising from an act or omission of the public entity, or an act or omission of its public employees, which are not willful and wanton, and which occur during the performance of their duties and within the scope of their employment. The City may not be held liable under the Immunity Act either directly or by indemnification for punitive or exemplary damages unless the City voluntarily pays such damages in accordance with State law.

The maximum amounts that may be recovered under the Immunity Act for injuries occurring on or after January 1, 2022, whether from one or more public entities and public employees, are as follows: (a) for any injury to one person in any single occurrence, the sum of \$424,000; (b) for an injury to two or more persons in any single occurrence, the sum of \$1,195,000; except in such instance, no person may recover in excess of \$424,000. These amounts increase every four years pursuant to a formula based on the Denver-Aurora-Greeley Consumer Price Index. The City may increase any maximum amount that may be recovered from the City for certain types of injuries. However, the City may not be held liable either directly or by indemnification for punitive or exemplary damages unless the City voluntarily pays such damages in accordance with State law. The City has not acted to increase the damage limitations in the Immunity Act.

The City may be subject to civil liability and damages including punitive or exemplary damages, without any limitations on damages or sovereign immunity, for actions founded upon various federal laws, or other actions filed in federal court. Examples of such civil liability include suits filed pursuant to 42 U.S.C. § 1983 alleging the deprivation of federal constitutional or statutory rights of an individual. The City’s police officers can also have similar Section 1983 liability under C.R.S. Section 13-21-131 for violating an individual’s rights under Colorado’s Bill of Rights in Article II of the Colorado Constitution. In addition, the City may be enjoined from engaging in anti-competitive practices which violate the antitrust laws.

Approval of Certain Legal Proceedings

In connection with the Certificates, Kutak Rock LLP, as Bonds Counsel, will render its opinion as to the validity of the. See Appendix D - Form of Bond Counsel Opinion. Butler Snow LLP is acting as special counsel to the City in connection with this Official Statement. Certain matters will be passed upon for the City by the City Attorney.

Certain Constitutional Limitations

General. At the general election on November 3, 1992, the voters of Colorado approved Article X, Section 20 of the Colorado Constitution (“TABOR”). In general, TABOR restricts the ability of the State and local governments to increase revenues and spending, to impose taxes, and to issue debt and certain other types of obligations without voter approval. TABOR generally applies to the State and all local governments, including the City (“local governments”), but does not apply to “enterprises,” defined as government-owned businesses authorized to issue revenue bonds and receiving under 10% of annual revenue in grants from all state and local governments combined.

Some provisions of TABOR are unclear and will require further judicial interpretation. No representation can be made as to the overall impact of TABOR on the future activities of the City, including its ability to generate sufficient revenues for its general operations, to undertake additional programs or to engage in any subsequent financing activities.

Voter Approval Requirements and Limitations on Taxes, Spending, Revenues, and Borrowing. TABOR requires voter approval in advance for: (a) any new tax, tax rate increase, mill levy above that for the prior year, valuation for assessment ratio increase, extension of an expiring tax, or a tax policy change causing a net tax revenue gain; (b) any increase in a local government’s spending from one year to the next in excess of the limitations described below; (c) any increase in the real property tax revenues of a local government from one year to the next in excess of the limitations described below; or (d) creation of any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever, subject to certain exceptions such as the refinancing of obligations at a lower interest rate. The Lease does not constitute a multiple-fiscal year financial obligation of the City and thus may be entered into without an election.

TABOR limits increases in government spending and property tax revenues to, generally, the rate of inflation and a local growth factor which is based upon, for school districts, the percentage change in enrollment from year to year, and for non-school districts, the actual value of new construction in the local government. Unless voter approval is received as described above, revenues collected in excess of these permitted spending limitations must be rebated. Debt service, however, can be paid without regard to any spending limits, assuming revenues are available to do so.

At the November 2, 1993, election, City voters authorized the City to collect, retain, and expend without regard to the revenue and limitations imposed by TABOR, the full proceeds of the City’s sales and use tax, admission tax, accommodations tax, and non-federal grants. At the November 8, 1994 election, City voters approved an increase in the City’s trash tax and an education excise tax and allowed the City to collect and spend the full proceeds of such taxes and any interest thereon.

At the November 5, 1996, election, City voters authorized the City to remove TABOR restrictions on all revenues (except property tax) and expenditures of the City, and authorized the collect, retention and expenditures of all revenues of the City free from current revenue and expenditure limitations and from any limitations that may be enacted in the future without the amendment of the City’s Charter by the electors of the City.

In addition, at the November 4, 2008, election, the City voters authorized the City to remove TABOR restrictions on property tax revenues collected above the limits imposed by

TABOR. The election specified that retention above TABOR limits will not rise more than 0.5 mills annually for tax collection years 2009 and beyond up to the maximum allowable level of property taxes and that any tax monies that are collected above those that the City may retain will be credited to property owners as an offset against the subsequent year's taxes.

Emergency Reserve Funds. TABOR also requires local governments to establish emergency reserve funds. The reserve fund must consist of at least 3% of fiscal year spending. TABOR allows local governments to impose emergency taxes (other than property taxes) if certain conditions are met. Local governments are not allowed to use emergency reserves or taxes to compensate for economic conditions, revenue shortfalls, or local government salary or benefit increases. The City has set aside emergency reserves as required by TABOR.

Other Limitations. TABOR also prohibits new or increased real property transfer tax rates and local government income taxes. TABOR allows local governments to enact exemptions and credits to reduce or end business personal property taxes; provided, however, the local governments' spending is reduced by the amount saved by such action. With the exception of K-12 public education and federal programs, TABOR also allows local governments (subject to certain notice and phase-out requirements) to reduce or end subsidies to any program delegated for administration by the general assembly; provided, however, the local governments' spending is reduced by the amount saved by such action.

Police Power

The obligations of the City are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of America of the powers delegated to it by the Federal Constitution, including bankruptcy.

INDEPENDENT AUDITORS

The basic financial statements of the City as of December 31, 2023, and for the year then ended, included in this Limited Offering Memorandum as Appendix A, have been audited by CliftonLarsonAllen LLP, Broomfield, Colorado, as stated in the report appearing therein.

The City has not requested and will not obtain a consent letter from its auditor for the inclusion of the audit report in this Official Statement. CliftonLarsonAllen LLP, the City's independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP, also has not performed any procedures relating to this Official Statement.

MUNICIPAL ADVISOR

Hilltop Securities Inc., Denver, Colorado, has served as the Municipal Advisor to the City with respect to the sale of the Certificates. As the City's municipal advisor, the Municipal Advisor has assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring, rating and issuance of the Certificates. In its role of Municipal Advisor to the city, the Municipal Advisor has not undertaken either to make an independent verification of or to assume responsibility for the accuracy or completeness of the information contained in the Official Statement and the appendices hereto.

RATING

Moody’s Investors Service (“Moody’s”) has assigned the Certificates the rating shown on the cover page of this Official Statement. An explanation of the significance of any Moody’s ratings may be obtained from Moody’s at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007.

Such rating reflects only the views of the rating agency, and there is no assurance that the rating will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price or liquidity of the Certificates. Other than the City’s obligations under the Disclosure Undertaking, neither the City nor the Municipal Advisor has undertaken any responsibility to bring to the attention of the owners of the Certificates any proposed change in or withdrawal of such rating once received or to oppose any such proposed revision.

PUBLIC SALE

The City expects to offer the Certificates at public sale on April 29, 2025. See the Notice of Public Sale dated April 13, 2025.

OFFICIAL STATEMENT CERTIFICATION

The preparation of this Official Statement and its distribution has been authorized by the City Council of the City and the Board of Directors of the Corporation. This Official Statement is hereby duly approved by the City and the Corporation as of the date on the cover page hereof.

CITY OF BOULDER, COLORADO

THE BOULDER MUNICIPAL
PROPERTY AUTHORITY

By: _____
Mayor

By: _____
President

APPENDIX A

AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY AS OF AND FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023

NOTE: The audited basic financial statements of the City for the year ended December 31, 2023, have been excerpted from the City's Comprehensive Annual Financial Report for that year. Certain statistical tables and other information were purposely excluded from this Appendix A. Such statements provide supporting details and are not necessary for a fair presentation of the audited basic financial statement of the City.

APPENDIX B
CERTAIN DEFINITIONS AND DOCUMENT SUMMARIES

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Certificates. The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Certificates, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Certificates are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption proceeds on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest or redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the City or the Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Certificate certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Certificate certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Boulder, Colorado (the “City”) in connection with the issuance of the Certificates of Participation, Series 2025, dated as of May __, 2025, in the aggregate principal amount of \$_____ (the “Certificates”). The Certificates are being executed and delivered pursuant to a Mortgage and Indenture of Trust dated as of May 1, 2025, between The Boulder Municipal Property Authority and U.S. Bank National Association, as trustee (the “Trustee”). The City covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Certificates and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Fiscal Year” shall mean the period beginning on January 1 and ending on December 31, or such other 12-month period as may be adopted by the City in accordance with law.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

“Official Statement” means the final Official Statement prepared in connection with the Certificates.

“Participating Underwriter” shall mean the original underwriter of the Certificates required to comply with the Rule in connection with an offering of the Certificates.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than July 31 following the end of the City’s fiscal year, commencing on July 31, 2025, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if the City has selected one). The Annual Report may be submitted as a single document or as separate documents comprising a package and may

cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report.

(b) If the City is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the City shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A."

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Certificates.

Any or all the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The City shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The City shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the events listed below with respect to the Certificates. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Certificates.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, *if material*;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of Certificate holders, *if material*;
- (8) Certificate calls, *if material*, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Certificates, *if material*;
- (11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;⁶

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation⁷ of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Certificates; (ii) the date that the City shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Certificates.

SECTION 8. Dissemination Agent.

⁶ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

⁷ For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the City intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

(a) The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the City elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the City and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the City described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the City at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the City that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Certificates, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The City will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Certificates and shall create no rights in any other person or entity.

DATE: _____

CITY OF BOULDER, COLORADO

By: _____
Director of Finance

EXHIBIT "A"

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of City: City of Boulder, Colorado
Name of Certificate Issue: Certificates of Participation, Series 2025
Date of Issuance: May __, 2025
CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Certificates as required by the Continuing Disclosure Certificate dated May __, 2025. The City anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

CITY OF BOULDER, COLORADO

EXHIBIT “B”

OFFICIAL STATEMENT TABLES TO BE UPDATED

See page -iv- of this Official Statement

APPENDIX E**FORM OF BOND COUNSEL OPINION**

_____, 2025

§ _____

City of Boulder, Colorado**(Acting through its Stormwater and Flood Management Utility Enterprise)****Stormwater and Flood Management Revenue Bonds****Series 2025**

We have examined the Charter of the City of Boulder, Colorado (the “City”), in the County of Boulder (the “County”) and the State of Colorado (the “State”), and a certified copy of the transcript of proceedings of the City relating to the issuance by the City, acting through its Stormwater and Flood Management Utility Enterprise, of its Stormwater and Flood Management Revenue Bonds, Series 2025 (the “Series 2025 Bonds”). The Series 2025 Bonds are executed and delivered in the aggregate principal amount of \$ _____ and are dated, bear interest at the rates and mature on the dates provided in the Bond Ordinance (defined below). The Series 2025 Bonds are executed and delivered solely as fully-registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2025 Bonds are subject to redemption prior to maturity in the manner and upon the terms set forth therein and in the Bond Ordinance.

The Series 2025 Bonds have been issued under and pursuant to the Constitution and laws of the State, including particularly to a vote of the City’s electorate in November of 1994, the Charter of the City, the Enterprise Ordinance, the City Code of the City, and an emergency bond ordinance finally adopted by the City on March 6, 2025 (the “Bond Ordinance”). The proceeds of the Series 2025 Bonds are being used to (a) acquire, construct, improve and equip certain stormwater and flood mitigation improvements in the City, including the acquisition of ownership and easement interests in land necessary for such improvements; (b) establish a reserve fund and (c) pay the costs of issuance of the Series 2025 Bonds. Terms used but not defined herein shall have the meanings given to them in the Bond Ordinance.

In our opinion, the proceedings show lawful authority for the issuance of the Series 2025 Bonds.

We have also examined an executed the form of bond of said issue of Series 2025 Bonds and have found it to be in proper form and executed by the proper officers of the City. In our opinion, based upon our examination as set forth above, the Series 2025 Bonds constitute valid and legally-binding obligations of the City enforceable in accordance with their terms, payable, as to principal and interest, out of the Net Income, which consists of the Gross Income from the Fee (i.e., all income derived directly or indirectly by the City from the Stormwater and Flood Management Fee charged pursuant to Section 4-20-45, Boulder Revised Code, as amended, and interest earnings with respect thereto), less only reasonable operation and maintenance expenses related to the Stormwater and Flood Management Utility Enterprise which the City has irrevocably pledged for such payment.

The obligations of the City contained in the Bond Ordinance may be subject to general principles of equity which may permit the exercise of judicial discretion, are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and its governmental bodies are subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally and are subject to the exercise by the United States of America of the powers delegated to it by the federal constitution.

It is also our opinion that under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance by the City with certain covenants, interest on the 2025 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. Interest on the 2025 Bonds may affect the federal alternative minimum tax imposed on certain corporations.

It is also our opinion that, under existing State of Colorado statutes, to the extent interest on the 2025 Bonds is excludable from gross income for federal income tax purposes, such interest on the 2025 Bonds is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income.

The accrual or receipt of interest on the 2025 Bonds may otherwise affect the federal income tax liability of the owners of the 2025 Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

The opinions expressed above are based upon existing legislation as of the date thereof, and we express no opinion as of any date subsequent hereto or with respect to any pending legislation.

Respectfully,

FORM OF NOTICE OF SALE

\$[_____]*

**THE BOULDER MUNICIPAL PROPERTY AUTHORITY
CERTIFICATES OF PARTICIPATION, SERIES 2025**

**Evidencing Proportionate Interests in the Base Rentals and other Revenues under an
Annually Renewable Lease Purchase Agreement dated as of May 1, 2025,
between THE BOULDER MUNICIPAL PROPERTY AUTHORITY, as lessor, and
THE CITY OF BOULDER, COLORADO, as lessee**

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received for the purchase of the \$[_____]* aggregate principal amount of the above-captioned certificates of participation (the “Series 2025 Certificates”), more particularly described below. As more fully described in the Preliminary Official Statement, dated on or about [April 18, 2025] (the “Preliminary Official Statement”), the City of Boulder, Colorado (the “City”), is causing the Series 2025 Certificates to be offered and issued by The Boulder Municipal Property Authority (the “Corporation”) pursuant to the Bond Ordinance of the City adopted on March 20, 2025 (the “Ordinance”) and a resolution of the Corporation adopted on March 20, 2025 (the “Resolution”).

Bids for the purchase of the Series 2025 Certificates must be submitted by means of the i-Deal Parity electronic bidding system (“PARITY”). No other method of submitting bids will be accepted. The use of PARITY shall be at the bidder’s risk and expense, and none of the Corporation, the City, its Municipal Advisor or Bond Counsel shall have any liability with respect thereto. Electronic bids via PARITY must be submitted in accordance with PARITY’s Rules of Participation, as well as the provisions of this Notice of Sale. To the extent that provisions of this Notice of Sale conflict with PARITY’s Rules of Participation or any instruction or directions set forth by PARITY, the provisions of this Notice of Sale shall control. The date and time for submitting bids will be as follows:

Bid Date: [April 29, 2025]

Bid Time: Between 11:00 a.m. and 11:30 a.m. Eastern Time (Between 9:00 a.m. and 9:30 a.m. Mountain Time)

Submit Bid to: PARITY electronic bidding system as set forth in “TERMS OF SALE—Submission of Bids”

Delivery Date: [May 15, 2025]

Information relating to the City and the Series 2025 Certificates may be obtained from the City’s Municipal Advisor, Hilltop Securities, Attention: Jason Simmons, 8055 E. Tufts Avenue, Suite 350, Denver, Colorado 80237, (telephone: (303) 771-0217; e-mail: Jason.Simmons@hilltopsecurities.com).

Neither the City, the Corporation, the Paying Agent, the Municipal Advisor, nor Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any

*Preliminary; subject to adjustment as set forth herein.

incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the PARITY time stamp will govern the receipt of all electronic bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their bid will be submitted prior to the termination of the bond sale. All bids will be deemed to incorporate the provisions of this Notice of Sale.

This Notice of Sale and the information set forth herein are not to be treated as a complete disclosure of all relevant information with respect to the Series 2025 Certificates. The information set forth herein is subject, in all respects, to a more complete description of the Series 2025 Certificates and the security therefor set forth in the Preliminary Official Statement.

SERIES 2025 CERTIFICATE DETAILS

Terms. The Series 2025 Certificates will be issued in the aggregate principal amount set forth in the caption of this Notice of Sale, and will be dated the date of delivery. The proceeds of the Series 2025 Certificates are being used to (a) finance the renovation and expansion of, and associated site work at the City's Pavilion Building, including any legally permitted costs and expenditures in connection therewith as part of the development of the Western City Campus (collectively, the "Project"); and (b) pay costs of issuance of the Series 2025 Certificates. Interest on the Series 2025 Certificates will be payable on each May 1 and November 1, commencing on [November 1, 2025]. The Series 2025 Certificates will mature on November 1 in each of the designated amounts and years as follows:

[Remainder of page intentionally left blank]

Maturity Schedule*

Maturity Date (November 1)	Principal Amount	Maturity Date (November 1)	Principal Amount
2025		2041	
2026		2042	
2027		2043	
2028		2044	
2029		2045	
2030		2046	
2031		2047	
2032		2048	
2033		2049	
2034		2050	
2035		2051	
2036		2052	
2037		2053	
2038		2054	
2039			

* Preliminary; subject to adjustment as set forth in “TERMS OF SALE—Adjustment of Principal Amount and of Maturities After Determination of Best Bid” herein.

The Series 2025 Certificates will be issued in registered form, in denominations of \$5,000 or integral multiples thereof. The Series 2025 Certificates will be issued in book-entry form utilizing the services of The Depository Trust Company, New York, New York (“DTC”) as securities depository. U.S. Bank Trust Company National Association (the “Trustee”) as trustee under a Mortgage and Indenture dated as of November 1, 2025 (the “Indenture”), between the Corporation and the Trustee, shall serve as Registrar, Paying Agent and Transfer Agent for the Series 2025 Certificates. CUSIP numbers will be affixed to the Series 2025 Certificates, but errors in such CUSIP numbers or the failure to affix the CUSIP numbers to the Series 2025 Certificates shall not constitute cause for the purchaser to refuse delivery of the Series 2025 Certificates.

Adjustment of Aggregate Principal Amount and of Maturities After Determination of Best Bid. The aggregate principal amount and the principal amount of each maturity of the Series 2025 Certificates described above are subject to adjustment by the City, after the determination of the best bid. Changes to be made will be communicated to the successful bidder by the time of award of the Series 2025 Certificates to the successful bidder, and will not reduce or increase the aggregate principal amount of the Series 2025 Certificates by more than [15%] in total principal amount. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

By submitting its bid, each bidder agrees to purchase the Series 2025 Certificates in such adjusted principal amounts and to modify the purchase price for the Series 2025 Certificates to reflect such adjusted principal amounts. The bidder further agrees that the interest rates for the

various maturities as designated by the bidder in its bid will apply to any adjusted principal amounts designated by the City for such maturities.

Amendment of Notice. The date and time of the sale may be changed at the discretion of the City, and the City also reserves the right to make other changes to the provisions of this Notice of Sale prior to the date and time of the sale; any such changes may be posted through PARITY. Prospective bidders are advised to check for such PARITY postings prior to the stated sale time.

Interest Rates and Limitations. Interest from the date of delivery of the Series 2025 Certificates will be payable on [November 1, 2025], and semiannually thereafter on May 1 and November 1 in each year, as calculated based on a 360-day year of twelve 30-day months.

Only one interest rate shall be specified for any one maturity of the Series 2025 Certificates.

Each interest rate specified must be stated in a multiple of 1/8 or 1/20 of 1 percent per annum.

The maximum differential between the lowest and highest interest rates permitted for the issue is one percent (1.0%) (*i.e.*, the maximum rate of interest accruing on any Series 2025 Certificate prior to its maturity may not exceed the lowest rate of interest accruing on any other Series 2025 Certificate prior to its maturity by more than one percent (1.0%)).

A zero rate is not permitted. No supplemental or “B” interest shall be allowed.

Purchase Price. The purchase price bid shall not be less than 100% of the par amount of the Series 2025 Certificates, nor will any net discount or commission be allowed or paid on the sale of the Series 2025 Certificates.

Security. The Series 2025 Certificates evidence assignments of proportionate undivided interests in certain payments pursuant to the Lease and are secured by the Indenture, pursuant to which the Corporation will assign to the Trustee, for the benefit of the registered owners of the Series 2025 Certificates, its interest in the Lease, as well as a mortgage and security interest in the Leased Property. The Series 2025 Certificates are payable solely from amounts which may be appropriated annually by the City, from certain net proceeds of insurance policies or condemnation awards, from interest earnings on moneys in certain funds and accounts or from net proceeds from the leasing of or a liquidation of the Trustee’s interest in the Leased Property.

Neither the Series 2025 Certificates nor the Lease constitutes a mandatory payment obligation in any fiscal year of the City beyond a fiscal year for which the City has appropriated amounts to make payments under the Lease. The City may terminate its obligations under the Lease on an annual basis. The exercise by the City of its option to terminate its obligations under the Lease (an “Event of Nonappropriation and Non-Renewal”) is determined by the failure of the City Council to specifically appropriate moneys sufficient to pay all Base Rentals and reasonably estimated Additional Rentals for the next renewal term of the Lease.

Redemption of Series 2025 Certificates in Whole Upon an Event of Nonappropriation and Nonrenewal or Event of Default. The Series 2025 Certificates are to be called for redemption in whole, on any date, in the event of the occurrence of an Event of Nonappropriation and Nonrenewal or the occurrence and continuation of an Event of Default under the Lease. The redemption price will be the lesser of (a) the principal amount of the Series 2025 Certificates, plus accrued interest to the redemption date (without any premium); or (b) the sum of (i) the amount, if any, received by the Trustee or the Corporation from the exercise of remedies under the Lease with respect to the Event of Nonappropriation and Nonrenewal or the occurrence and continuation of the Event of Default that gave rise to such redemption; and (ii) the other amounts available in the Trust Estate for payment of the redemption price of the Series 2025 Certificates, which amounts will be allocated among the Series 2025 Certificates in proportion to the principal amount of each Series 2025 Certificate. Notwithstanding any other provision of the Indenture, the payment of the redemption price of any Series 2025 Certificate pursuant to this redemption provision will be deemed to be the payment in full of such Series 2025 Certificate and no Owner of any Series 2025 Certificate redeemed pursuant to this redemption provision will have any right to any payment from the Corporation, the Trustee or the City in excess of such redemption price.

In addition to any other notice required to be given under the Indenture, the Trustee is to, immediately after the Trustee has been notified of or has knowledge of the occurrence of an Event of Nonappropriation and Nonrenewal or an Event of Default under the Lease, notify the Owners (i) that such event has occurred and (ii) whether or not the funds then available to it for such purpose are sufficient to pay the redemption price set forth in clause (i). If the funds then available to the Trustee are sufficient to pay the redemption price set forth in clause (i), such redemption price shall be paid as soon as possible. If the funds then available to the Trustee are not sufficient to pay the redemption price set forth in clause (i) the Corporation and the Trustee shall (A) immediately pay the portion of the redemption price that can be paid from the funds available, net of any funds which, in the judgment of the Trustee, should be set aside to pursue remedies under the Lease and (B) subject to the provisions of Article VII of the Indenture, immediately begin to exercise and shall diligently pursue all remedies available to them under the Lease in connection of such Event of Nonappropriation and Nonrenewal or Event of Default. The remainder of the redemption price, if any, shall be paid to the Owners if and when funds become available to the Trustee from the exercise of such remedies.

Optional Redemption of Series 2025 Certificates in Whole Upon Payment of Purchase Option Price. The Series 2025 Certificates maturing on or after November 1, [_____] shall be called for redemption, in whole, at a redemption price equal to the principal amount of the Series 2025 Certificates, plus accrued interest, on any date on and after November 1, 2025, in the event of, and to the extent that moneys are actually received by the Trustee from, the exercise by the City of its option to purchase in full the Leased Property as provided in the Lease, upon payment of the then applicable Purchase Option Price.

Optional Redemption. The Series 2025 Certificates maturing prior to November 1, [_____] shall not be subject to optional redemption prior to their respective maturity dates. The Certificates maturing on and after November 1, [_____] shall be subject to redemption prior to their respective maturity dates at the option and direction of the City, in whole or in part, in integral multiples of \$5,000, and if in part in such order of maturities as the City shall determine and by lot within a maturity, on November 1, [_____] , and on any date thereafter, at a redemption price equal

to the principal amount of the Certificates so redeemed plus accrued interest to the redemption date and without a premium.

Term Bonds; Mandatory Sinking Fund Redemption. A bidder may request that any Series 2025 Certificates be aggregated to form one or more term bonds. Any such term bond will be subject to mandatory sinking fund redemption in the same amounts and on the same dates as the Series 2025 Certificates would have matured if they were not included in a term bond. Series 2025 Certificates redeemed pursuant to mandatory sinking fund redemption will be redeemed at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, in the manner as otherwise provided in the Ordinance. Any election to designate Series 2025 Certificates as being included in a term bond must be made at the time the prospective bidder submits a bid for the Series 2025 Certificates via PARITY. See “TERMS OF SALE—Submission of Bids.”

Rating. Moody’s Investors Service, Inc. has assigned the Series 2025 Certificates a municipal bond rating of “[_____].” See “RATING” in the Preliminary Official Statement.

Authorization. The Series 2025 Certificates are authorized to be issued by the Constitution of the State of Colorado, the Charter of the City, the laws of the State of Colorado, the Ordinance and the Supplemental Public Securities Act.

TERMS OF SALE

Submission of Bids. A prospective bidder must electronically submit a bid for the Series 2025 Certificates via PARITY. Bids may be submitted electronically via PARITY in accordance with this Notice of Sale, until 9:30 a.m. Mountain Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact the City’s Municipal Advisor, Hilltop Securities, Attention: Jason Simmons, 8055 E. Tufts Avenue, Suite 350, Denver, Colorado 80237 (telephone: (303) 771-0217; e-mail: Jason.Simmons@hilltopsecurities.com, or PARITY at 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone (212) 404 8153; Fax (212) 849 5021.

Bidding Parameters. Bidders are required to submit unconditional bids specifying the rate of interest and premium, if any, at which the bidder will purchase all and not less than all of the Series 2025 Certificates.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding. During the bidding, no bidder will see any other bidder’s bid, nor the status of their bid relative to other bids (i.e, whether their bid is the leading bid).

Bids Constitute an Irrevocable Offer. Each bid submitted through PARITY shall be deemed an irrevocable offer to purchase the Series 2025 Certificates on the terms provided in this Notice of Sale and shall be binding upon the bidder.

Basis of Award. The Series 2025 Certificates will be sold to the bidder offering to purchase the Series 2025 Certificates at the lowest true interest cost (“TIC”). The actuarial yield on the

Series 2025 Certificates using the TIC method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the Series 2025 Certificates as of the delivery date of the Series 2025 Certificates [(i.e., May 15, 2025)], produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year composed of twelve 30-day months and a semi-annual interval for compounding.

The winning bid will be indicated on PARITY and the auction results, as posted on such website, will be subject to verification by the City and the Municipal Advisor. The City and the Municipal Advisor will verify the auction results immediately following the close of the bidding period and notice of confirmation by the City and the Municipal Advisor of the winning bidder will be made by a posting on PARITY under the “Results” link.

If two or more bids have the same TIC, the first bid submitted, as determined by reference to the time stamp displayed on PARITY, shall be deemed to be the leading bid.

Sale Reservations. The City reserves the right (a) to reject any and all bids for any Series 2025 Certificates, (b) to reoffer any Series 2025 Certificates for public or negotiated sale and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit. A good faith deposit will not be required in connection with the submission of a bid for the Series 2025 Certificates. The winning bidder will be required to wire \$[] of the par amount of the Series 2025 Certificates to the City as bid security by 3:00 p.m. Mountain Time on [April 29, 2025]. The City will provide wire instructions to the winning bidder. The bid security will be retained by the City and: (a) will be applied, without allowance for interest, against the purchase price when the Series 2025 Certificates are delivered to and paid for by such winning bidder; (b) will be retained by the City as liquidated damages if the bidder defaults with respect to the bid; or (c) will be returned to the bidder if the Series 2025 Certificates are not issued by the City for any reason which does not constitute a default by the bidder.

Manner and Time of Delivery. The Series 2025 Certificates will be delivered to DTC for the account of the winning bidder at the expense of the City on [May 15, 2025] or such later date as the City and the winning bidder may agree. The winning bidder will not be required to accept delivery of the Series 2025 Certificates if they are not tendered for delivery by the City on [May 15, 2025], or such later date as the City and the winning bidder may agree; provided that delivery of any Series 2025 Certificates is conditioned upon the receipt by the City of a certificate as to their issue price. See “—Establishment of Issue Price” below. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the City.

Establishment of Issue Price

(a) The winning bidder shall assist the City in establishing the issue price of the Series 2025 Certificates and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected Initial Offering Price (as defined herein) to the Public (as defined herein) or the sales price or prices of the Series 2025 Certificates, together with the supporting pricing wires or equivalent communications, substantially in the form attached

hereto as *APPENDIX A*, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Series 2025 Certificates may be taken on behalf of the City by the Municipal Advisor. At the written request of the City, Bond Counsel or the Municipal Advisor (including via e-mail), any notice or report to be provided to the City under this Notice of Sale shall be provided to, as applicable pursuant to such written request, the City, Bond Counsel, or the Municipal Advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Series 2025 Certificates) will apply to the initial sale of the Series 2025 Certificates (the “Competitive Sale Requirements”) because:

- (1) the City shall disseminate this Notice of Sale to potential Underwriters (as defined herein) in a manner that is reasonably designed to reach potential Underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City anticipates receiving bids from at least three bidders with established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Series 2025 Certificates to the bidder who submits a firm offer to purchase the Series 2025 Certificates at the lowest interest cost, as set forth in this Notice of Sale.

The City shall take all reasonable steps that are appropriate so that the initial sale of the Series 2025 Certificates to the Public will satisfy the Competitive Sale Requirements. Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2025 Certificates, as specified in the bid.

(c) In the event that the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Series 2025 Certificates (the “10% Test”) is sold to the Public as the issue price of that maturity and/or (ii) the Initial Offering Price to the Public as of the Sale Date (as defined herein) of any maturity of the Series 2025 Certificates as the issue price of that maturity (the “Hold-the-Offering-Price Rule”), in each case applied on a maturity-by-maturity basis. The City intends to apply the Hold-the-Offering-Price Rule if the Competitive Sale Requirements are not satisfied but may, in its discretion, apply the 10% Test if necessary. The winning bidder shall advise the City if any maturity of the Series 2025 Certificates satisfies the 10% Test as of the date and time of the award of the Series 2025 Certificates. The City (or the Municipal Advisor) shall promptly advise the prospective winning bidder, at or before the time of award of the Series 2025 Certificates, which maturities of the Series 2025 Certificates shall be subject to the 10% Test or shall be subject to the Hold-the-Offering-Price Rule. **Bids will not be subject to cancellation in the event that the Competitive Sale Requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Series 2025 Certificates will be**

subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Series 2025 Certificates.

(d) By submitting a bid, the winning bidder shall (i) confirm that the Underwriter(s) have offered or will offer the Series 2025 Certificates to the Public on or before the date of award at the offering price or prices (the “Initial Offering Price”), or at the corresponding yield or yields, set forth in the bid submitted by the bidder and (ii) agree, on behalf of the Underwriter(s) participating in the purchase of the Series 2025 Certificates, that the Underwriter(s) will neither offer nor sell unsold Series 2025 Certificates of any maturity to which the Hold-the-Offering-Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the Sale Date; or
- (2) the date on which the Underwriter(s) have sold at least 10% of that maturity of the Series 2025 Certificates to the Public at a price that is no higher than the Initial Offering Price to the Public.

The winning bidder shall promptly advise the City or the Municipal Advisor when the Underwriter(s) have sold 10% of that maturity of the Series 2025 Certificates to the Public at a price that is no higher than the Initial Offering Price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

(e) If the Competitive Sale Requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Series 2025 Certificates, the winning bidder agrees to promptly report to the City the prices at which the unsold Series 2025 Certificates of that maturity have been sold to the Public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% Test has been satisfied as to the Series 2025 Certificates of that maturity or until all Series 2025 Certificates of that maturity have been sold.

(f) The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each Underwriter to comply with the Hold-the-Offering-Price Rule, as set forth in any agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2025 Certificates to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2025 Certificates to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Offering-Price Rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-the-Offering-Price Rule as applicable to the Series 2025 Certificates.

(g) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2025 Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Series 2025 Certificates of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Series 2025 Certificates of that maturity or all Series 2025 Certificates of that maturity have been sold to the Public and (B) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires; and (ii) any agreement among underwriters relating to the initial sale of the Series 2025 Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2025 Certificates to the Public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the Public the unsold Series 2025 Certificates of each maturity allotted to it until it is notified by the winning bidder or such Underwriter that either the 10% Test has been satisfied as to the Series 2025 Certificates of that maturity or all Series 2025 Certificates of that maturity have been sold to the Public and (B) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such Underwriter and as set forth in the related pricing wires.

(h) Sales of any Series 2025 Certificates to any person that is a Related Party (as defined herein) to an Underwriter shall not constitute sales to the Public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “Public” means any person other than an Underwriter or a Related Party,
- (ii) “Underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Certificates to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025 Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025 Certificates to the Public),
- (iii) a purchaser of any of the Series 2025 Certificates is a “Related Party” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity

is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (iv) “Sale Date” means the date that the Series 2025 Certificates are awarded by the City to the winning bidder.

Failure to provide the reoffering prices and yields, and to certify the same in a form satisfactory to Bond Counsel, may result in cancellation of the sale and/or forfeiture of the winning bidder’s good faith deposit.

Official Statement. The Preliminary Official Statement, dated on or about [April 18, 2025], and the information contained therein has been deemed final by the City as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (“Rule 15c2-12”) with permitted omissions, but is subject to change without notice and to completion or amendment in the Final Official Statement in final form (the “Final Official Statement” or the “Official Statement”). The Notice of Sale and the Preliminary Official Statement may be viewed and downloaded at www.meritos.com and at www.i-dealprospectus.com or a physical copy may be obtained by contacting the City’s Municipal Advisor. See “—Information” below.

The City, at its expense, will make available to the winning bidder, within seven (7) business days after the award of the sale of the Series 2025 Certificates, up to 10 physical copies of the Final Official Statement, and additional copies of the Final Official Statement may be provided at the winning bidder’s expense. The winning bidder must cooperate in providing the information required to complete the Final Official Statement. The City will also provide the Final Official Statement to the winning bidder in electronic form.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

Continuing Disclosure Undertaking. Pursuant to Rule 15c2-12, the City has covenanted to provide, in a timely manner, to the municipal securities information repository at <http://emma.msrb.org> notice of the occurrence of specified events and to provide certain financial information on an annual basis as more fully set forth in the Preliminary Official Statement. Reference is made to the Preliminary Official Statement for a more complete description of the City’s continuing disclosure obligations.

State Securities Laws. The City has taken no action to qualify the offer or sale of the Series 2025 Certificates under the securities laws of any state. Should any such qualification be necessary, the City agrees to cooperate with the winning bidder in such matters, provided that the City reserves the right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder.

CUSIP Numbers. CUSIP numbers ordered by the Municipal Advisor will be issued and printed on the Series 2025 Certificates. Any error or omission in printing such numbers on the Series 2025 Certificates will not constitute cause for the winning bidder to refuse delivery of any Series 2025 Certificate. All expenses in relation to obtaining the CUSIP numbers and printing of the CUSIP numbers on the Series 2025 Certificates shall be paid for by the winning bidder.

Legal Opinion, Series 2025 Certificates and Transcript. The validity and enforceability of the Series 2025 Certificates will be approved by the City's Bond Counsel:

Kutak Rock LLP
2001 16th Street
Suite 1800
Denver, Colorado 80202
(303) 297-2400
FAX: (303) 292-7799
www.kutakrock.com

The purchaser of the Series 2025 Certificates will receive a certified transcript of legal proceedings which will include, among other items:

- (a) a certificate of the City to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;
- (b) a certificate executed by officials of the City to the effect that there is no litigation pending or, to their knowledge, threatened affecting the validity of the Series 2025 Certificates as of the date of their delivery;
- (c) a certificate of the City to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the Series 2025 Certificates, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and
- (d) the letter dated the date of the delivery of the Series 2025 Certificates, of Butler Snow LLP, Special Counsel to the City, addressed to the City but not to the purchaser of the Series 2025 Certificates, to the effect that although they have made no independent investigation or verification of the correctness and completeness of the information included in the Official Statement, nothing that came to their attention in rendering legal services in connection with the preparation of the Official Statement causes them to believe that the Official Statement (excepting financial, demographic, economic and statistical information, any forecasts, estimates and assumptions, and any expressions of opinion, as to which they will express no belief), as of its date, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (e) the opinion of Kutak Rock LLP, Bond Counsel, in substantially the form set forth as Appendix E to the Preliminary Official Statement.

Right To Modify or Amend Notice of Sale. The City reserves the right to modify or amend this Notice of Sale and the Bid Form, prior to the bid date. If any modifications occur, supplemental information with respect to the Series 2025 Certificates will be communicated by posting on the PARITY website not later than 3:00 p.m. Mountain Time on the day preceding the

day on which proposals may be submitted, and bidders shall bid upon the Series 2025 Certificates based upon the terms thereof set forth in this Notice of Sale, as so modified by such supplemental information.

Postponement of Sale. The City reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on PARITY prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the Series 2025 Certificates is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the Series 2025 Certificates in conformity in all respects with the provision of this Notice of Sale, except for the date and time of sale and except for any changes announced by posting on PARITY at the time the sale date and time are announced.

By order of the City Council of the City of Boulder, Colorado and the Board of Directors of The Boulder Municipal Property Authority, this Notice of Sale is dated the [18th day of April, 2025].

By /s/ Aaron Brockett
Mayor, City of Boulder, Colorado

By /s/ Joel Wagner
Interim Chief Financial Officer
City of Boulder, Colorado

By /s/ Aaron Brockett
President
The Boulder Municipal Property Authority

By /s/ Joel Wagner
Secretary-Treasurer
The Boulder Municipal Property Authority



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Consideration of a motion to authorize the City Manager to approve the following located at the Hotel Boulderado at 2115 13th Street, 1230 Pine Street, and 2190 Broadway

1. A 20-year right-of-way lease for encroachments located within City right-of-way (REV-01002168); and
2. a 20-year revocable permit for encroachments located within City easements (REV-01002822).

PRIMARY STAFF CONTACT

Julie Defoe, Revocable Lease Administrator

ATTACHMENTS:

Description

- ▣ **Item 3B - Hotel Boulderado ROW and Revocable Permit**



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 20, 2025

AGENDA TITLE:

Consideration of a motion to authorize the City Manager to approve the following located at the Hotel Boulderado at 2115 13th Street, 1230 Pine Street, and 2190 Broadway:

- 1) A 20-year right-of-way lease for encroachments located within City right-of-way (REV-01002168); and
- 2) a 20-year revocable permit for encroachments located within City easements (REV-01002822).

Applicant: Creighton Smith

Owner: Boulderado Hotel LTD

PRESENTER/S

Nuria River-Vandermyde, City Manager

Mark Woulf, Assistant City Manager

Brad Mueller, Planning and Development Services Director

Mark Garcia, Civil Engineering Senior Manager

Julie DeFoe, City Planner/Revocable Lease Administrator

EXECUTIVE SUMMARY

The purpose of this item is for City Council to authorize a 20-year revocable permit (“Revocable Permit”) and a 20-year revocable lease (“Revocable Lease”) for encroachments in the public right of way, a public utility easement and a sidewalk easement associated with the Boulderado Hotel located at 2115 13th St. and to authorize the City Manager to execute the Revocable Permit and Revocable Lease. The encroachments are detailed in the proposed 20-year Revocable Lease (see Attachment A) and the proposed 20-year Revocable Permit (see Attachment B). The proposed 20-year Revocable Lease and proposed 20-year Revocable Permit will replace an existing long-term lease that will expire in 2025 (REV2005-90020) and a short-term lease (REV2006-00029). Considering the permanency of the encroachments, a long-term revocable lease and a long-term revocable permit are necessary.

Pursuant to Section 2-2-8, "Conveyance of City Real Property Interests", B.R.C. 1981, City Council approval is required for a permit term which exceeds three years.

STAFF RECOMMENDATION

Suggested Motion Language:

Staff requests council consideration of this matter and action in the form of the following motions:

Motion to authorize the City Manager to approve and execute the following located at the Hotel Boulderado at 2115 13th Street, 1230 Pine Street, and 2190 Broadway:

- 1) A 20-year right-of-way lease for encroachments located within City right-of-way (REV-01002168); and
- 2) a 20-year revocable permit for encroachments located within City easements (REV-01002822).

COMMUNITY SUSTAINABILITY ASSESSMENTS AND IMPACTS

- Economic: None identified at this time.
- Environmental: None identified at this time.
- Social: None identified at this time.

OTHER IMPACTS

- Fiscal: None identified at this time.
- Staff time: The applicant has paid the required application fee to cover the staff review time of the proposed permit.

PUBLIC FEEDBACK

There is no required public notification for the revocable application process. This item is being heard as part of the consent agenda and has been advertised in the Daily Camera.

BACKGROUND / PROCESS

Any encroachment in a public right-of-way or public easement for a term of three years or greater, up to 20 years, must be approved by the City Council. The City Manager is authorized to permit encroachments within the public right-of-way or a public easement for a period of three years or less. See Section 2-2-8, "Conveyance of City Real Property Interest," B.R.C. 1981, and the City Charter Section 111, "Terms not longer than twenty

years – compensation.” The proposed 20-year Revocable Lease covers property directly below the encroachments and air space encroachments in the public right of way (see Figure 2). The proposed 20-year Revocable Permit covers encroachments in a public utility easement recorded at Reception No. 00437985 on March 16, 1981, and a sidewalk easement recorded at Reception No. 01035325 on April 3, 1990 (see Figures 3 and 4). All the encroachments are associated with the Boulderado Hotel generally located at 2115 13th St. (see Figure 1). The encroachments are all permanent in nature and can be leased and permitted for a period exceeding three years only upon approval of the City Council. Staff have determined that there is no public need for the air rights or surface rights within the leased and permitted premises during the proposed 20-year period.

The property for the Boulderado Hotel is in the Downtown 4 (DT-4) zoning district on the east side of Broadway between Spruce Street and Pine Street (see figure 1). There is currently a long-term lease that would expire in 2025 (REV2005-90020), in preparation for the renewal, the customer requested some consolidation of some of the permanent structures into the long-term lease (see Figure 2) and, as part of the review, it was determined some of the encroachments were over easements and required a long-term Revocable Permit (see Figures 3 and 4).



Figure 1. Vicinity Map showing the location of the Boulderado Hotel site.

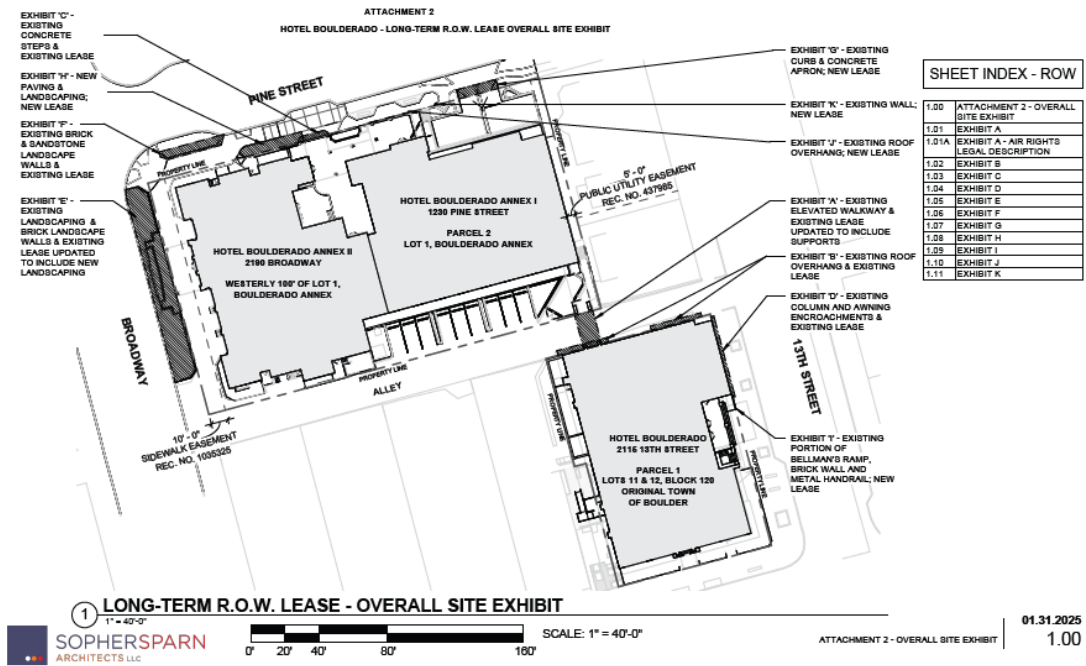


Figure 2. Long-term Lease Overall Site Exhibit

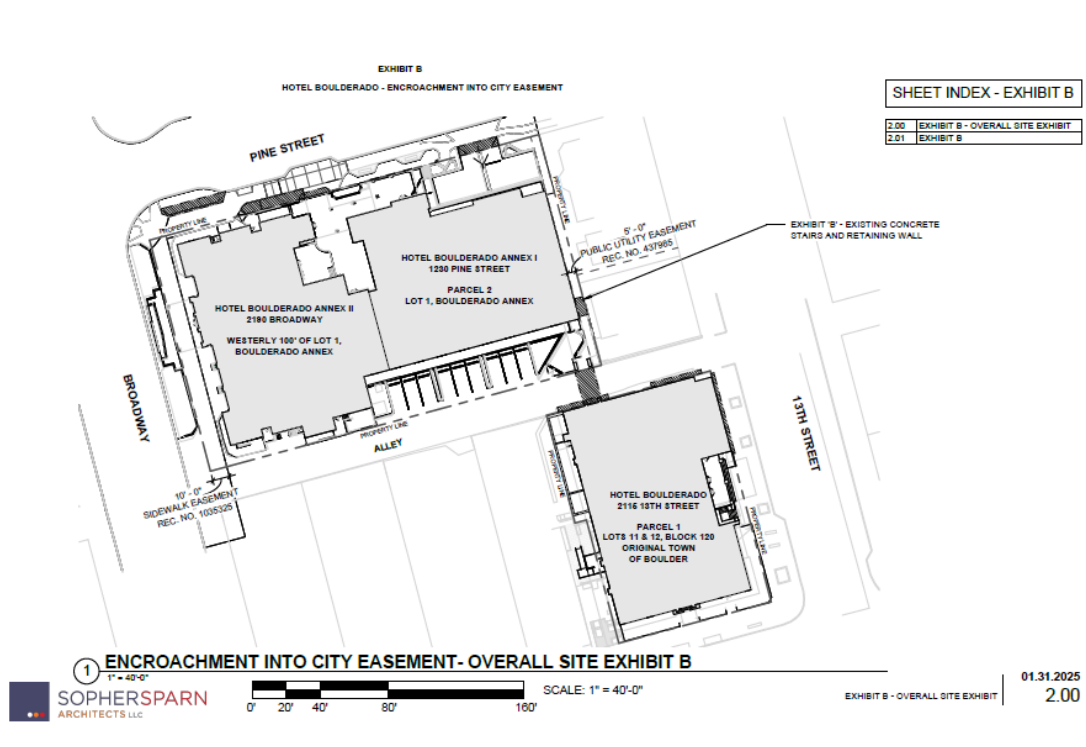


Figure 3: Long-Term Permit Public Utility Easement encroachments

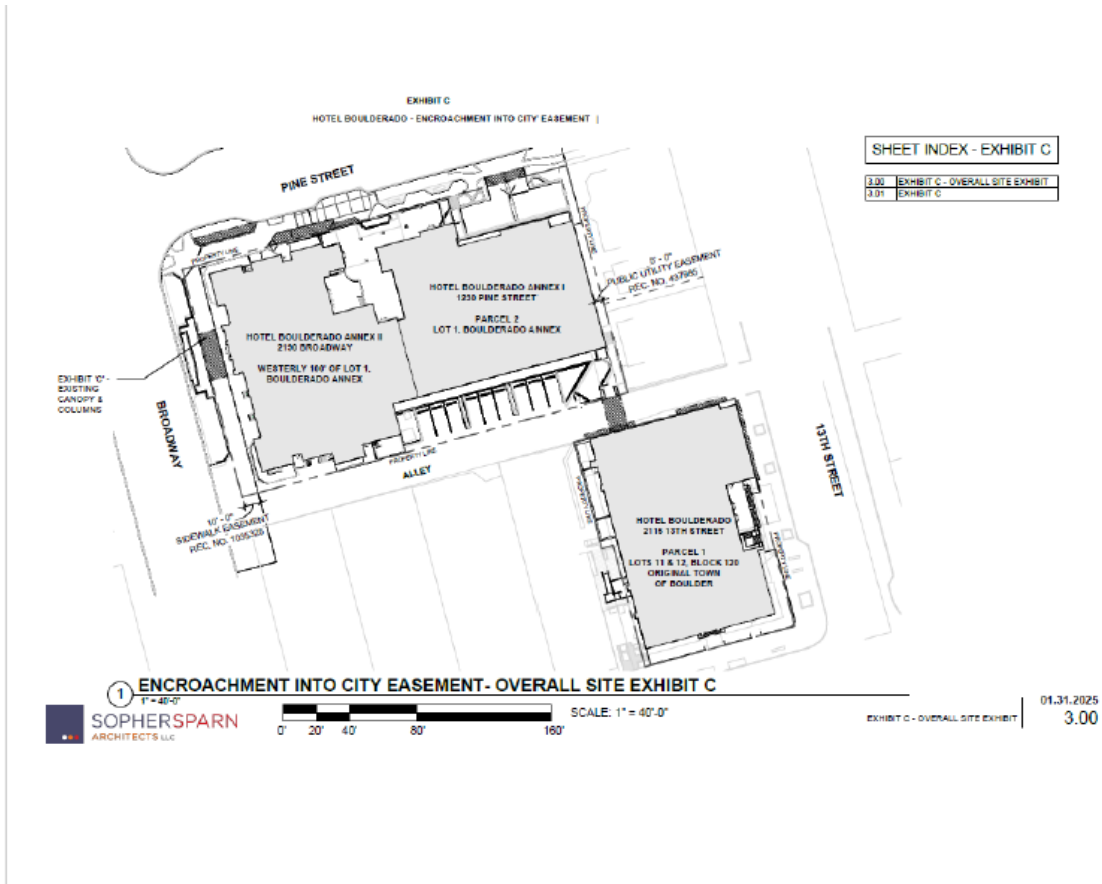


Figure 4. Long-Term Permit encroachment into city easement

Because the encroachments are permanent in nature, a long-term lease and a long-term permit may be approved, if the following criteria are met, pursuant to Section 8-6-6(f), B.R.C. 1981:

1. *The encroachment does not constitute a traffic or other hazard.*

The encroachments already exist and were reviewed by required staff.

2. *The encroachment does not destroy or impair the public's use of the land for its intended purposes or serves a public purpose that cannot otherwise be accomplished without such minor impairment.*

The encroachments have been in place and have not impaired the public's use of the land for its intended purposes.

3. *Encroachment on a sidewalk in commercial areas maintains a minimum clearance of eight feet vertically and horizontally of unobstructed pedestrian way. The requirements of this paragraph may be modified by the City Manager if reasonable passage is provided on the sidewalk and the safety of pedestrians, bicyclists and motorists is not impaired.*

The encroachments have been in place, and it seems there has been adequate passage and safety provided for pedestrians, bicyclists and motorists.

4. *A longer term use of the public property for the specific term approved will not be contrary to the public interest and ultimate use of the public right-of-way or public easement; and there will be no public need for the leased area during the lease period.*

As these encroachments have existed for many years, it is not anticipated that there will be a need for the leased area or easement area during the permitted time frame.

5. *Adequate compensation is provided to the city throughout the permit term.*

A 20-year Revocable Lease requires annual fees as specified in the attached proposed 20-year Revocable Lease (Attachment A).

MATRIX OF OPTIONS

City Council may:

1. Approve the 20-year revocable lease and 20-year revocable permit as proposed.
2. Deny the 20-year revocable lease and 20-year revocable permit and require the removal of the encroachments.

ATTACHMENTS

- A. 20-year Revocable Lease (REV-01002168)
- B. 20-year Revocable Permit (REV-01002822)

**CITY OF BOULDER
RIGHT-OF-WAY LEASE REV-01002168**

THIS LEASE REV-01002168 (hereafter referred to as “Lease”) is entered into this _____ day of _____, 2025, by and among: (a) the City of Boulder, a Colorado municipal corporation (the “Lessor”), and (b) Boulderado Hotel, Ltd., LLP, a Colorado limited liability limited partnership, and Dia Dorado, LLC, a Colorado limited liability company (collectively, the “Lessee”). The Lessor and Lessee are collectively referred to as the “Parties” and singularly as a “Party.”

RECITALS

A. The Lessee is the owner of the property and improvements located at 2115 13th Street, 1230 Pine Street, and 2190 Broadway, all as more particularly described on Attachment 1 (collectively the “Property”); and

B. The Lessor is the owner of the public right-of-way surrounding the Property; and

C. On September 24, 2005, the Parties entered into a lease entitled Right-of-Way Lease ADR2005-90020 (“2005 Lease”) pertaining to the Property, which 2005 Lease was recorded in the Boulder County real property records on September 29, 2005 at Reception No. 2725608. The Parties acknowledged that back rent due under the 2005 Lease in the amount of \$3,275.80 has been paid; and

D. The encroachments described in Attachment 2 and located at the Property encroach into the public right-of-way (“Encroachments”); and

E. On _____, 2025, the Boulder City Council approved this Lease for a period to exceed three years pursuant to Section 2-2-8, B.R.C. 1981; and

F. The Lessor has determined that: (a) the Encroachments are permanent in nature and do not constitute a traffic or other hazard, do not destroy or impair the public’s use of the land for its intended purposes, and maintain a minimum clearance of eight feet vertically and horizontally of unobstructed pedestrian way; (b) the use of the public property onto which the Encroachments encroach during the Lease Term (defined below) will not be contrary to the public interest and ultimate use of the public right-of-way; and (c) adequate compensation will be provided to the Lessor throughout the Lease Term.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Premises Leased. The Lessor hereby leases, demises, and sets off to the Lessee the following described portions of public right-of-way located in the City of Boulder, County of Boulder, State of Colorado, to-wit:

As depicted on Attachment 2 attached to this Lease (“Leased Premises”).

The Lease covers only the property directly beneath the Encroachments, except for the encroachments of the Elevated Walkway and Supports described in Exhibit A of Attachment 2, the Existing Roof Overhangs (B-1 and B-2) described in Exhibit B of Attachment 2, four Existing Brick Columns with Light Posts and an Overhead Fabric and Metal Awning described in Exhibit D of Attachment 2, and the Existing Roof Eave overhang described in Exhibit J of Attachment 2, for which the Lease covers the air space.

2. Lease Term: The lease term (“Lease Term”) with respect to each of the Encroachments shall be the lesser of 20 years or the life of the relevant Encroachment, as reasonably determined by the Lessee, whichever first occurs. The Lease Term commences at noon on _____ (the “Date of Commencement”). During the Lease Term, the Lessee shall have the right to access, maintain, and repair the Encroachments.
3. Rent. The Lessee hereby agrees to pay each year, as annual rent for use of the above described Encroachments, the amount of \$731.33 which sum shall be escalated annually by increase in the “Consumer Price Index” (or other similar index) for the Denver/Boulder Metropolitan area. The annual rent amount is due and payable, without requirement of notice or billing by the Lessor, on or before the annual anniversary of the Date of Commencement. The first payment of annual rent amount is due in advance of the Date of Commencement.
Lessee shall remit payment to City of Boulder through the City of Boulder Planning & Development Services Customer Self Service (CSS) portal or contact the case manager for this Lease for alternative arrangements.
4. Computation of Time. In computing a period of days, the first day is excluded and the last day is included. If the last day of any period is a Saturday, Sunday or legal holiday, the period is extended to include the next day which is not a Saturday, Sunday or legal holiday.
5. Maintenance. The Lessee agrees to repair and maintain the Encroachments in the Leased Premises with due caution and regard for the Lessor’s and the public’s right of use and access to the public right-of-way.
The Lessor shall not be responsible for any maintenance of the Encroachments. However, the Lessor reserves the right to access the Leased Premises to maintain any and all City utilities and other public improvements located in the Leased Premises. It is expressly understood that interruptions of utility services to the Lessee’s property or damage to Lessee’s property by act of God or a party other than Lessor or any party that Lessor controls are beyond the control of the Lessor and do not constitute breach of Lease. Loss or damage to the Encroachments or loss suffered by Lessee as a result of acts of God or third parties not subject to

Lessor's control shall be at the Lessee's risk. The Lessor agrees to endeavor to correct interruptions of utility services as soon as possible.

6. Removal. If, at the end of the initial Lease Term, this Lease is not renewed and the Lessee does not pay the annual rent due in connection with creating a holdover tenancy pursuant to Section 15 below, the Lessee shall remove the Encroachments as soon as is practicable. Lessee agrees upon removal of any Encroachments to restore public improvements in the public right-of-way damaged by such removal to their condition that existed immediately prior to the Encroachment removal. If the Lessee fails to remove the Encroachments, the Lessor may cause the Encroachments to be removed and charge the costs thereof, plus up to 15 percent of such costs for administration, to Lessee. If Lessee fails or refuses to pay when due any charge imposed under this section, the Lessor, in addition to taking other collection remedies, may certify due any unpaid charges, including interest, to the Boulder County Treasurer to be levied against the Property for collection by the county in the same manner as delinquent general taxes upon the Property are collected under the procedures prescribed by Section 2-2-12, "City Manager May Certify Taxes, Charges and Assessments to County Treasurer for Collection," B.R.C. 1981.
7. Restoration. The Lessee agrees, upon removal of the Encroachments, to restore public improvements in the public right-of-way damaged by such removal to their condition that existed immediately prior to the Encroachment removal. If the Lessor determines that all or portions of the public improvements within the Leased Premises have been damaged beyond reasonable repair in connection with the Lessee's removal of the Encroachments, the Lessee agrees to restore or replace such improvements in accordance with standards for construction in the public right-of-way prescribed by the then-current City of Boulder Design and Construction Standards and the Boulder Revised Code, 1981. The Lessee agrees to notify the Lessor within ten days of removal of any Encroachments so the Lessor may inspect the public right-of-way.
8. Indemnification. The Lessee agrees to indemnify and hold harmless the Lessor from and against all claims, suits, losses, and expenses in any manner resulting from, arising out of, or connected with the construction, use, operation or maintenance of the Encroachments. Nothing in this Lease waives Lessor's protections under the Colorado Governmental Immunity Act.
9. Insurance. Lessee's certificate of insurance evidencing Lessee's compliance with the provisions of this paragraph, which certificate of insurance has been approved by Lessor, is attached hereto as Attachment 3. The Lessee shall, at Lessee's sole expense, procure and maintain or cause to be procured and maintained with insurers licensed or approved to undertake business in the State of Colorado a comprehensive general liability or personal liability insurance policy with minimum limits of \$1 million per occurrence and \$2 million aggregate. Subrogation shall be waived in favor of the Lessor. The Lessee agrees that the above stated policy

limits shall be raised to meet any additional coverage necessitated by amendments to the Colorado Governmental Immunity Act that may expose the Lessor to judgments greater than the insurance coverage required in this Lease.

This policy shall be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the Lessor. This policy shall be maintained in full force and effect for the duration of the Lease. The Lessee, or Lessee's insurance broker, shall notify the Lessor of any cancellation or reduction in coverage or limits of any insurance policy within seven days of receipt of insurers' notification to that effect. The Lessee shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage and shall provide the Lessor with an updated Certificate of Insurance annually.

a. Additional Insurance Requirements.

- i. This policy shall name the City of Boulder and its elected officials and employees as additional insured.
 - ii. All insurers must be licensed or approved to do business within the State of Colorado.
 - iii. **The Certificate Holder shall be identified as: City of Boulder, P.O. Box 791, Boulder, CO 80306.**
 - iv. A Separation of Insureds Clause must be included in general liability policies.
 - v. Lessee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At its own expense, Lessee will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the City a new certificate of insurance showing such coverage is in force.
 - vi. The City and Lessee shall cooperate with each other in the collection of any insurance proceeds that may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.
 - vii. The Lessee shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Lease by reason of its failure to procure or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
10. Renewal. This Lease may be renewed for additional periods of time not greater than three years less one day upon the mutual written consent of the Lessee and Lessor. Any term greater than three years less one day but less than 20 years in

length requires the mutual consent of the Lessee and Lessor after appropriate action by the Boulder City Council.

11. Warranty of Authority. The Lessee warrants and agrees that the Lessee has the good right, full power and lawful authority to execute this Lease.
12. Binding Provision. The provisions of the Lease shall run with the land and be binding upon the Parties and upon their respective heirs, successors, and assigns.
13. Compliance with Laws and Regulations. The Lessee agrees to comply with all applicable laws, rules, regulations, and ordinances in conducting its installation, operation, maintenance, and removal of the Encroachments.
14. Assignment. In connection with the transfer of the fee interest in and to the Property, Lessee shall enter into, with respect to this Lease, a commercially-reasonable assignment and assumption agreement with the transferee: (a) pursuant to which the transferee shall assume, and agree to perform, all obligations of Lessee pursuant to this Lease; and (b) that includes contact information for transferee and an obligation for transferee to notify the City of any change in such contact information. Prior to any assignment of this Lease, the Lessee will request the prior approval of the city manager in writing. The purpose of the city manager's approval will be to ensure compliance with the provisions of this Lease. After the assignment and assumption agreement are executed, Lessee shall provide the City with a copy of the executed assignment and assumption agreement.
15. Holdover. If the Lessee remains in possession of the Leased Premises or the Encroachments remain in the Leased Premises after the expiration of this Lease, a holdover tenancy ("Holdover Tenancy") is created subject to the terms of the Lease. Rights and obligations of the Parties under the Holdover Tenancy are governed by the terms and conditions of the Lease except that any Holdover Tenancy shall be a periodic year-to-year tenancy. Under the Holdover Tenancy, the Lessee shall be subject to all of the Lessor's rights and remedies set forth in the Lease. The Lessee's obligations, including without limitation payment of rent, indemnification, and insurance, shall remain in effect for as long as the Holdover Tenancy remains in effect.
16. Choice of Law. This Lease shall be interpreted, construed and governed in accordance with the laws of the state of Colorado. Legal actions shall be filed in Boulder County District Court. Lessee agrees to submit to personal jurisdiction of this court.
17. Entire Agreement. This Lease is the entire agreement between the Parties and there are no oral agreements. This Lease is the entire understanding of the Parties on the subject of the Lease and supersedes any prior agreements of the Parties

on this issue. No amendments or modifications are valid unless they are in writing and signed by the Parties.

- 18. Termination of 2005 Lease. Upon recordation of this Lease, the 2005 Lease shall be deemed terminated without the necessity of Lessor or Lessee undertaking any additional action or executing or recording any additional documentation related thereto.

DATE OF COMMENCEMENT: _____

DATE OF EXPIRATION: _____

(signature pages follow)

IN WITNESS WHEREOF, we have set our hands on this date above mentioned.

LESSEE

BOULDERADO HOTEL LTD., LLP,
a Colorado limited liability limited partnership

By: Daydreams, LLC, a Wyoming limited liability company, General Partner

By: [Signature]
Frank B. Day, Sole Member

State of Arizona)
County of Maricopa) ss.

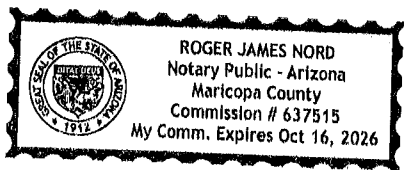
The foregoing instrument was acknowledged before me this 2nd day of March, 2025, by Frank B. Day, Sole Member, Daydreams, LLC, General Partner, Boulderado Hotel Ltd., LLP.

Witness my Hand and Seal.

My Commission Expires: 16 Oct 2026

[SEAL]

[Signature]
Notary Public



(signatures continued on following page)

LESSEE

DIA DORADO, LLC,
a Colorado limited liability company

By: Boulderado Hotel, Ltd., LLP, a Colorado
limited liability limited partnership, Manager

By: Daydreams, LLC, a Wyoming limited liability
company, General Partner

By: *Frank B. Day*
Frank B. Day, Sole Member

State of ARIZONA)
County of MARICOPA) ss.

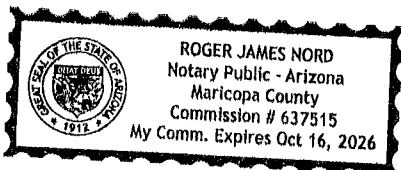
The foregoing instrument was acknowledged before me this 2nd day of MARCH, 2025, by Frank B. Day, Sole Member, Daydreams, LLC, General Partner, Boulderado Hotel Ltd., LLP, Manager, Dia Dorado, LLC.

Witness my Hand and Seal.

My Commission Expires: 16 OCT 2026

[SEAL]

Roger James Nord
Notary Public



(signatures continued on following page)

CITY OF BOULDER

By: _____
Nuria Rivera-Vandermyde, City Manager

Attest:

City Clerk

Approved As To Form:

City Attorney's Office

Date: _____

ATTACHMENTS

- Attachment 1 Property Legal Descriptions
- Attachment 2 Overall Site Exhibit (includes Encroachment Exhibits A-K)
- Attachment 3 Certificate of Insurance

ATTACHMENT 1
PROPERTY LEGAL DESCRIPTIONS

Legal Description for 2115 13th Street:

LOTS 11 AND 12, BLOCK 120, ORIGINAL TOWN OF BOULDER,

LESS AND EXCEPT THAT PART DESCRIBED IN BOOK 979 AT PAGE 74, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF LOT ELEVEN IN BLOCK ONE HUNDRED TWENTY IN THE TOWN (NOW CITY) OF BOULDER, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT ELEVEN RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 7 FEET; RUNNING THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID LOT ELEVEN A DISTANCE OF 75 FEET; RUNNING THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID LOT A DISTANCE OF 7 FEET TO THE WEST LINE OF SAID LOT ELEVEN, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT ELEVEN TO THE SOUTHWEST CORNER OF SAID LOT ELEVEN, THE POINT OF BEGINNING,

COUNTY OF BOULDER, STATE OF COLORADO.

Legal Description for 1230 Pine Street and 2190 Broadway:

LOT 1, BOULDERADO ANNEX, A REPLAT OF LOTS 5 & 6, BLOCK 120 OF ORIGINAL TOWN OF BOULDER; AND LOT 3 OF PINETREES SUBDIVISION, BOTH IN THE SW $\frac{1}{4}$ OF SECTION 30, T1N, R70W OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 3, 1990 UNDER RECEPTION NO. 1035325, COUNTY OF BOULDER, STATE OF COLORADO.

ATTACHMENT 2

OVERALL SITE EXHIBIT (INCLUDES ENCROACHMENTS A-K)

[attached]

ATTACHMENT 2
HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE OVERALL SITE EXHIBIT

EXHIBIT 'C' - EXISTING CONCRETE STEPS & EXISTING LEASE

EXHIBIT 'H' - NEW PAVING & LANDSCAPING; NEW LEASE

EXHIBIT 'F' - EXISTING BRICK & SANDSTONE LANDSCAPE WALLS & EXISTING LEASE

EXHIBIT 'E' - EXISTING LANDSCAPING & BRICK LANDSCAPE WALLS & EXISTING LEASE UPDATED TO INCLUDE NEW LANDSCAPING

EXHIBIT 'G' - EXISTING CURB & CONCRETE APRON; NEW LEASE

EXHIBIT 'K' - EXISTING WALL; NEW LEASE

EXHIBIT 'J' - EXISTING ROOF OVERHANG; NEW LEASE

EXHIBIT 'A' - EXISTING ELEVATED WALKWAY & EXISTING LEASE UPDATED TO INCLUDE SUPPORTS

EXHIBIT 'B' - EXISTING ROOF OVERHANG & EXISTING LEASE

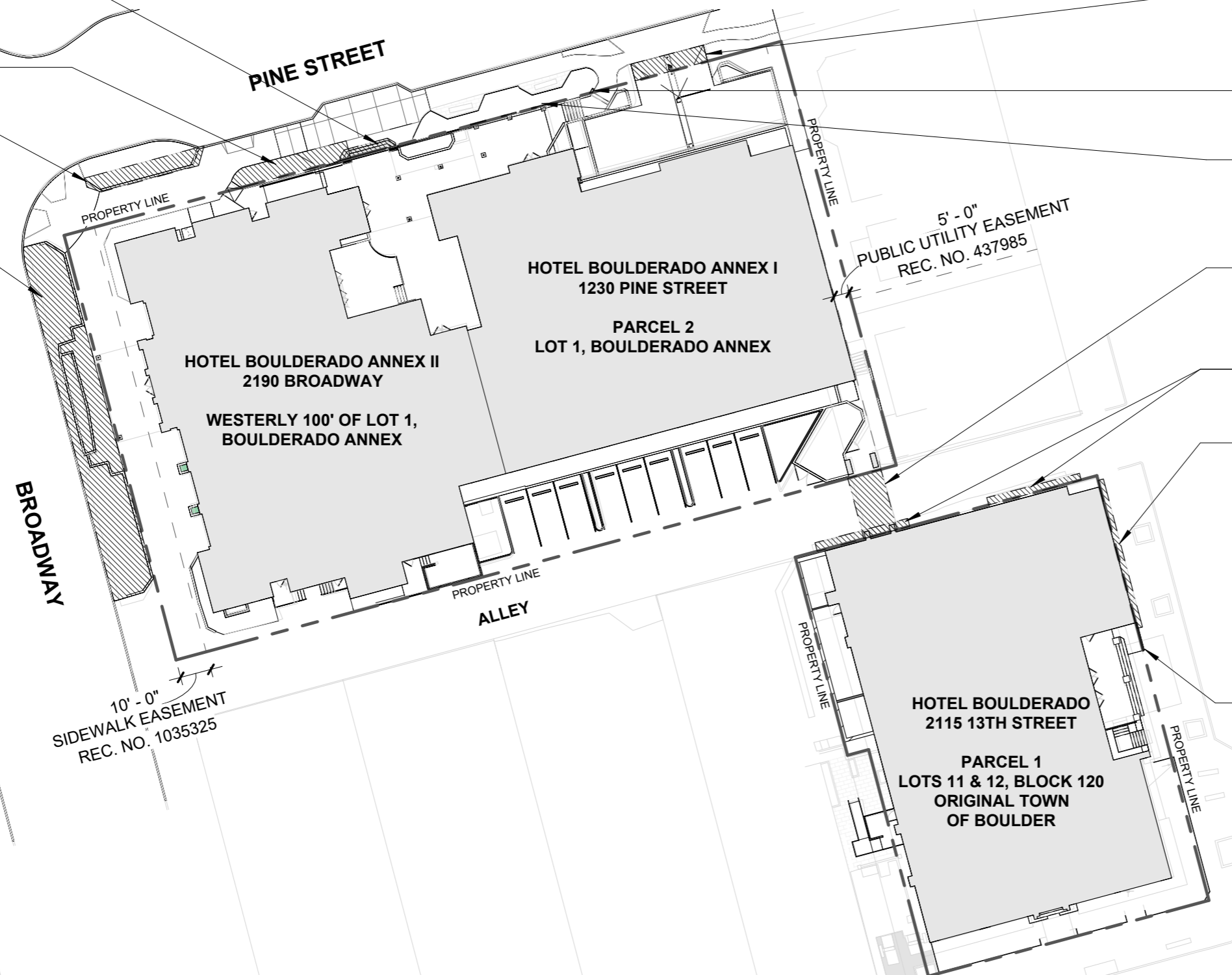
EXHIBIT 'D' - EXISTING COLUMN AND AWNING ENCROACHMENTS & EXISTING LEASE

EXHIBIT 'I' - EXISTING PORTION OF BELLMAN'S RAMP, BRICK WALL AND METAL HANDRAIL; NEW LEASE

SHEET INDEX - ROW

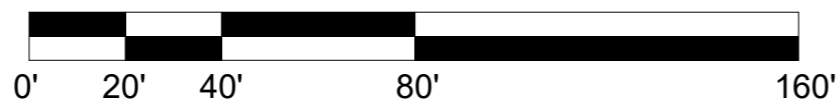
1.00	ATTACHMENT 2 - OVERALL SITE EXHIBIT
1.01	EXHIBIT A
1.01A	EXHIBIT A - AIR RIGHTS LEGAL DESCRIPTION
1.02	EXHIBIT B
1.03	EXHIBIT C
1.04	EXHIBIT D
1.05	EXHIBIT E
1.06	EXHIBIT F
1.07	EXHIBIT G
1.08	EXHIBIT H
1.09	EXHIBIT I
1.10	EXHIBIT J
1.11	EXHIBIT K

Packet Page 240 of 920




1 LONG-TERM R.O.W. LEASE - OVERALL SITE EXHIBIT

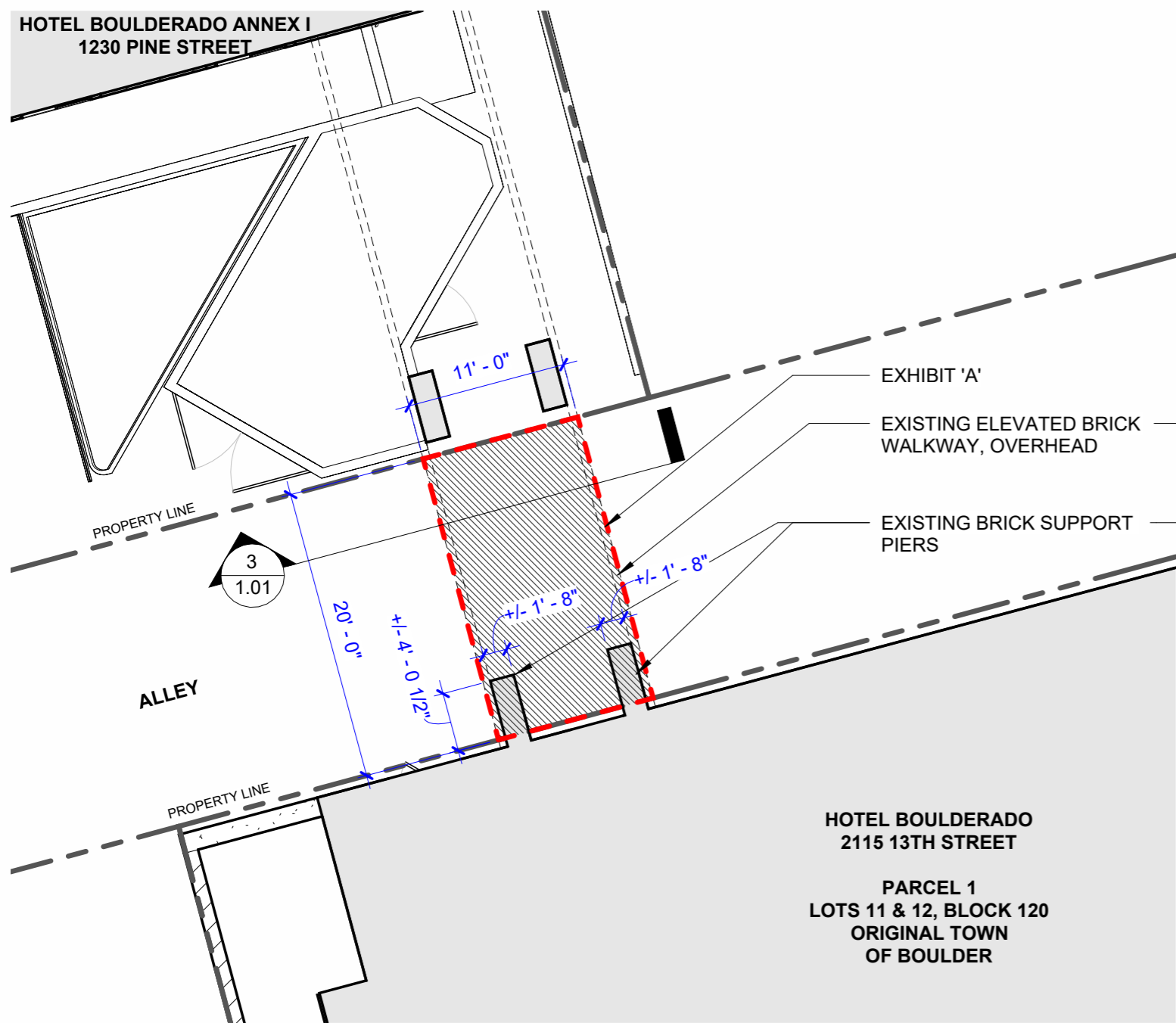
1" = 40'-0"



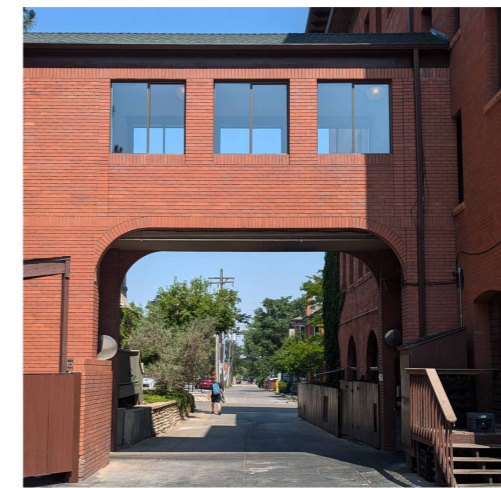
SCALE: 1" = 40'-0"

HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE EXHIBITS | EXHIBIT A

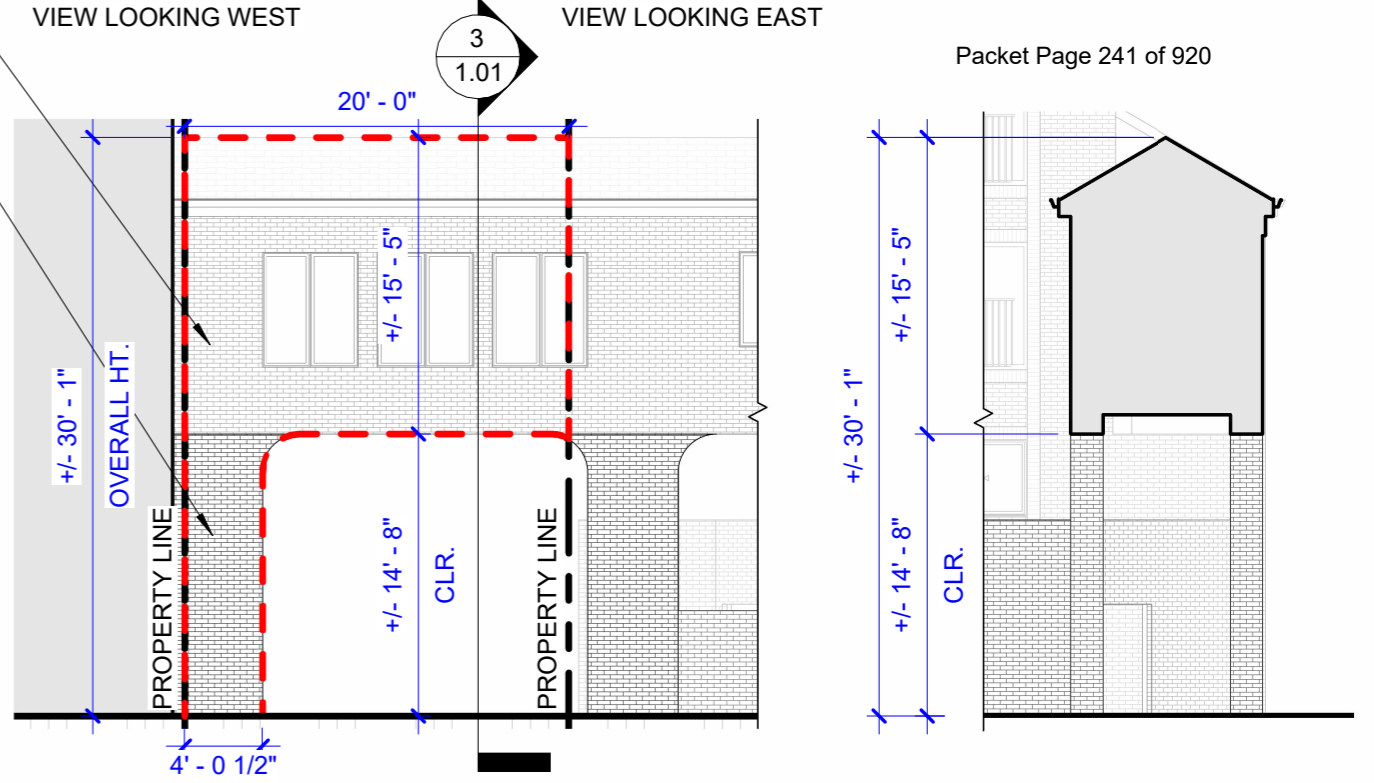
CONTENTS: ELEVATED WALKWAY & SUPPORTS	
	AREA OF ENCROACHMENT = REF. SHEET 1.01A FOR LEGAL DESCRIPTION TO THE AIR RIGHTS
HEIGHT CLEARANCE ABOVE GROUND = 14' - 8"	



VIEW LOOKING WEST



VIEW LOOKING EAST



2 ELEVATED RAMP EAST ELEVATION & SECTION
1" = 10'-0"

1 LONG-TERM R.O.W. LEASE - EXHIBIT A
1" = 10'-0"



HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE EXHIBITS | EXHIBIT A

2725608
Page: 8 of 13
09/29/2005 09:14A
Boulder County Clerk, CO LEASE R 66.00 D 0.00

EXHIBIT B TO
RIGHT OF WAY LEASE

A description of a three dimensional rectangular space for an overhead structure over the alley located in Block 120, ORIGINAL TOWN OF BOULDER, City of Boulder, County of Boulder, State of Colorado, for American Residential Properties.

LEGAL DESCRIPTION

A three dimensional rectangular space located in Block 120, ORIGINAL TOWN OF BOULDER, a Subdivision in the County of Boulder, State of Colorado, according to the recorded plat thereof, said three dimensional rectangular space being 20 feet by 11 feet by 18 feet in size, the lower plane of which is a horizontal plane being 20 feet in length in the Northerly and Southerly direction and 11 feet in length in the Easterly and Westerly direction, said lower horizontal plane having an elevation of 5352.60 feet above mean sea level according to the vertical datum established by the United States Geological Survey, 1965; the Westerly vertical plain of said three dimensional rectangular space being 20 feet in length in the Northerly and Southerly direction and 18 feet vertically, the horizontal position of said three dimensional rectangular space being described as follows:

Commencing at the Southeast Corner of Lot 3, PINETREES SUBDIVISION, a Subdivision in the County of Boulder, State of Colorado, according to the recorded plat thereof, thence S74°37'30"W, 4.98 feet along the Southerly line of said Lot 3 to the TRUE POINT OF BEGINNING;

Thence S15°22'30"E, 20.00 feet at right angles to said Lot 3 to the Northerly line of Lot 11 in said Block 120, ORIGINAL TOWN OF BOULDER;

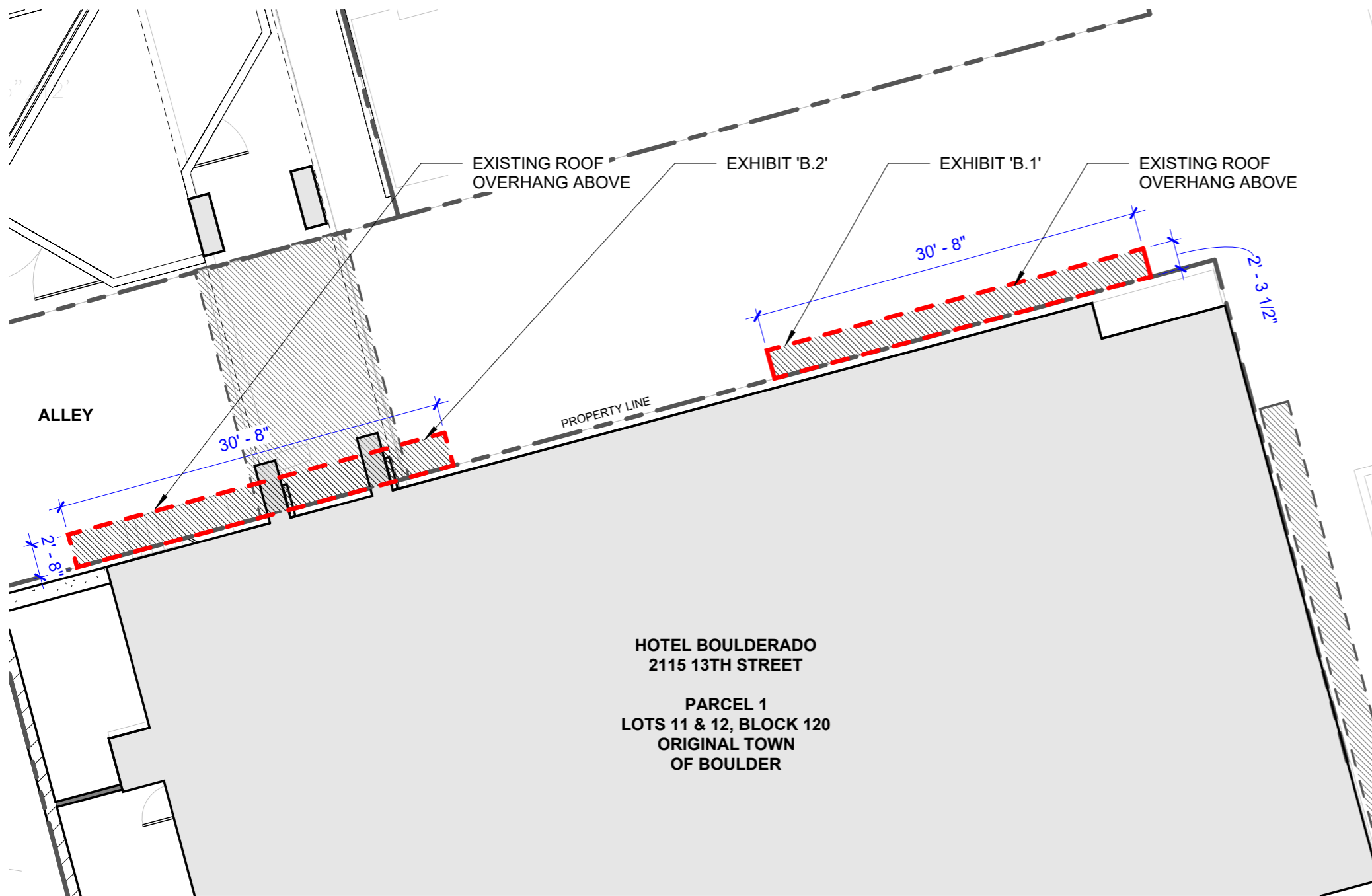
Thence S74°37'30"W, 11.00 feet along the Northerly line of said Lot 11;

Thence N15°22'30"W, 20.00 feet at right angles to the Northerly line of said Lot 11 to the Southerly line of said Lot 3;

Thence N74°37'30"E, 11.00 feet along the Southerly line of said Lot 3 to the TRUE POINT OF BEGINNING.

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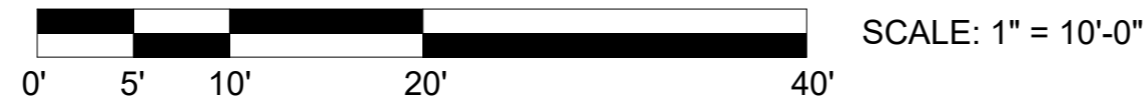
HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE EXHIBITS | EXHIBIT B



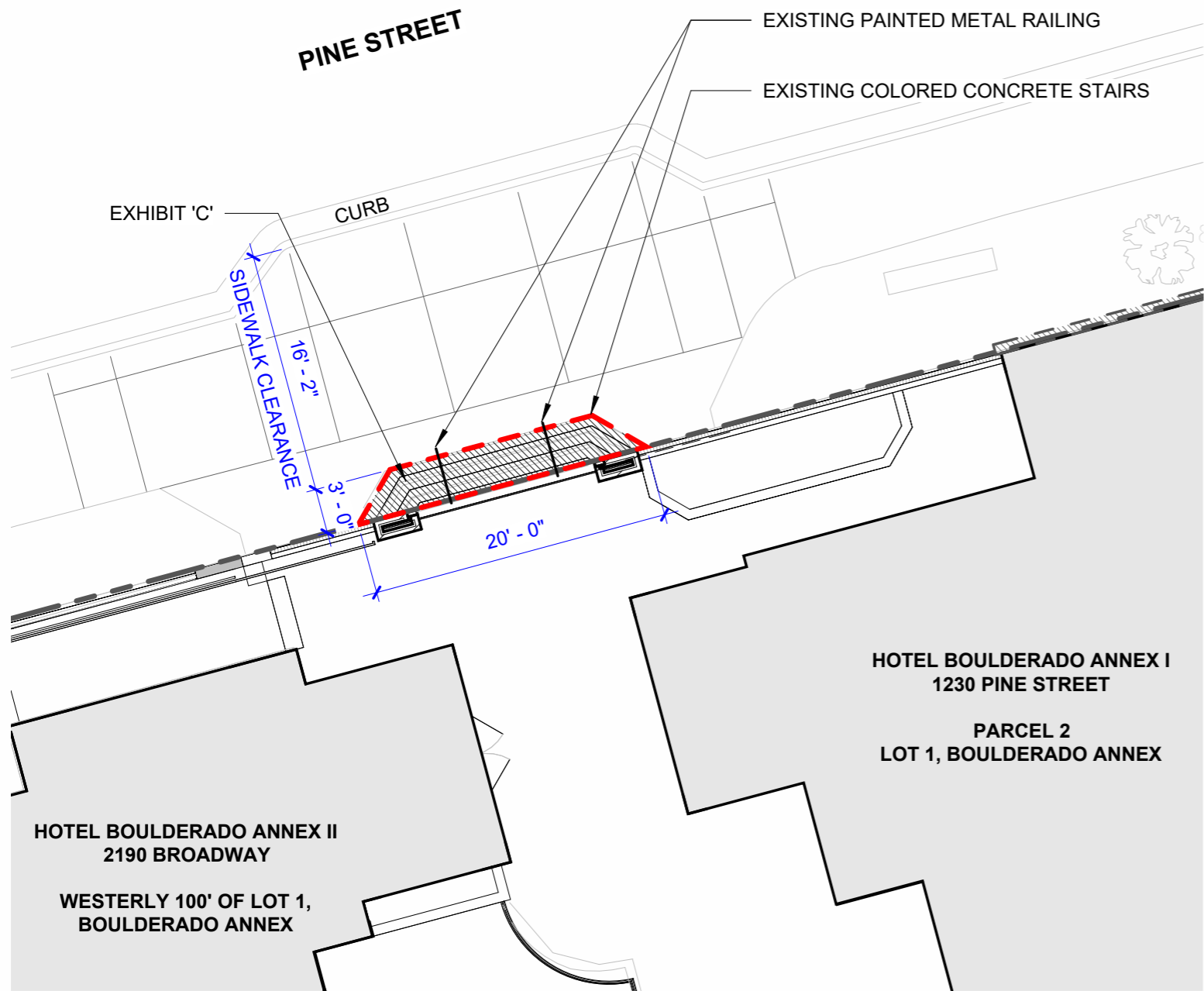
CONTENTS: EXISTING ROOF OVERHANG APPROX. 55' ABOVE ALLEY. *NOTE THAT THIS AREA OVERLAPS OTHERS BELOW.	
	AREA OF ENCROACHMENT B.1 = 70 SF AREA OF ENCROACHMENT B.2 = 82 SF TOTAL = 152 SF
HEIGHT CLEARANCE ABOVE GROUND = 55 FT	



1 LONG-TERM R.O.W. LEASE - EXHIBIT B
1" = 10'-0"



HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE EXHIBITS | EXHIBIT C

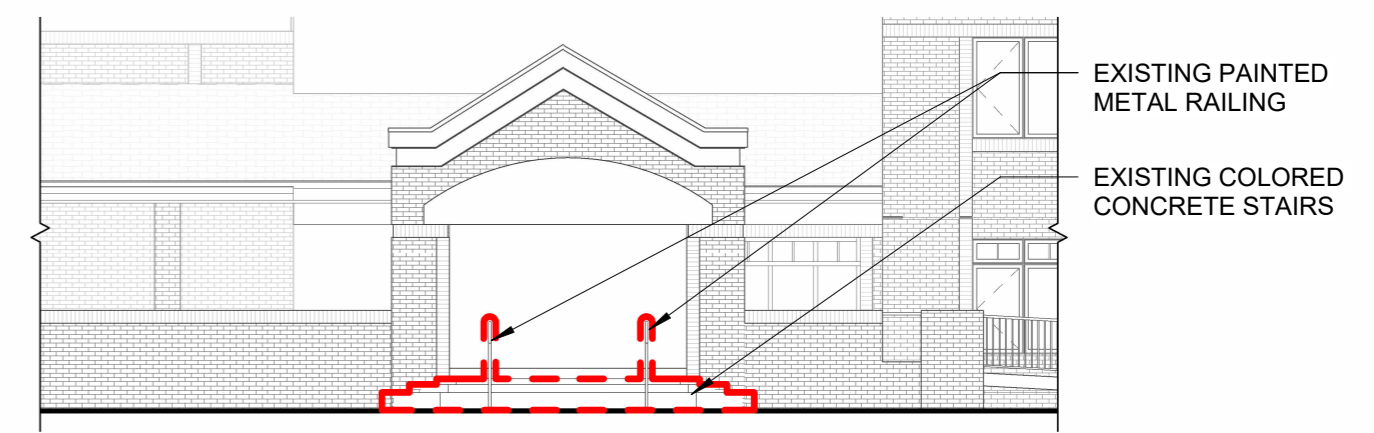


CONTENTS: CONCRETE STEPS AND PAINTED METAL RAILINGS	
	AREA OF ENCROACHMENT = 51 SF



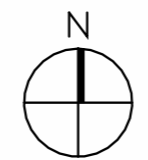
Packet Page 244 of 920

VIEW LOOKING SOUTH



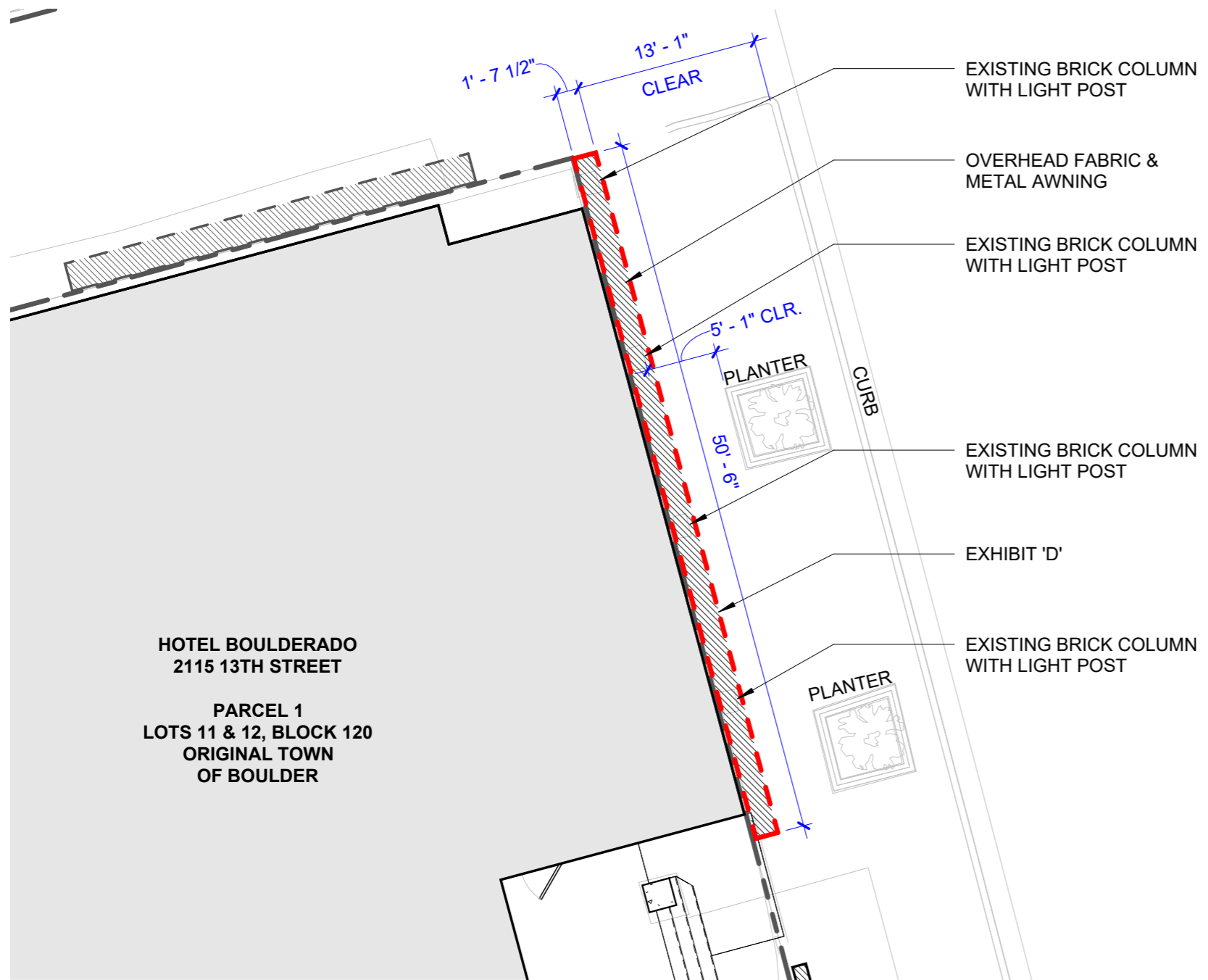
2 EXHIBIT C - NORTH STAIRS NORTH ELEVATION
1" = 10'-0"

1 LONG-TERM R.O.W. LEASE - EXHIBIT C
1" = 10'-0"

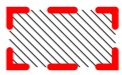


SCALE: 1" = 10'-0"

HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE EXHIBITS | EXHIBIT D



CONTENTS:
BRICK COLUMNS WITH LIGHTS, AND
OVERHEAD AWNINGS

 AREA OF ENCROACHMENT = 82 SF

OVERHEAD CLEARANCE = +/- 9'-0" MIN.



VIEW LOOKING SOUTH



VIEW LOOKING NORTH

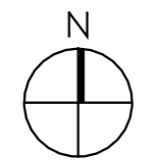


VIEW LOOKING SOUTHWEST

HOTEL BOULDERADO
2115 13TH STREET

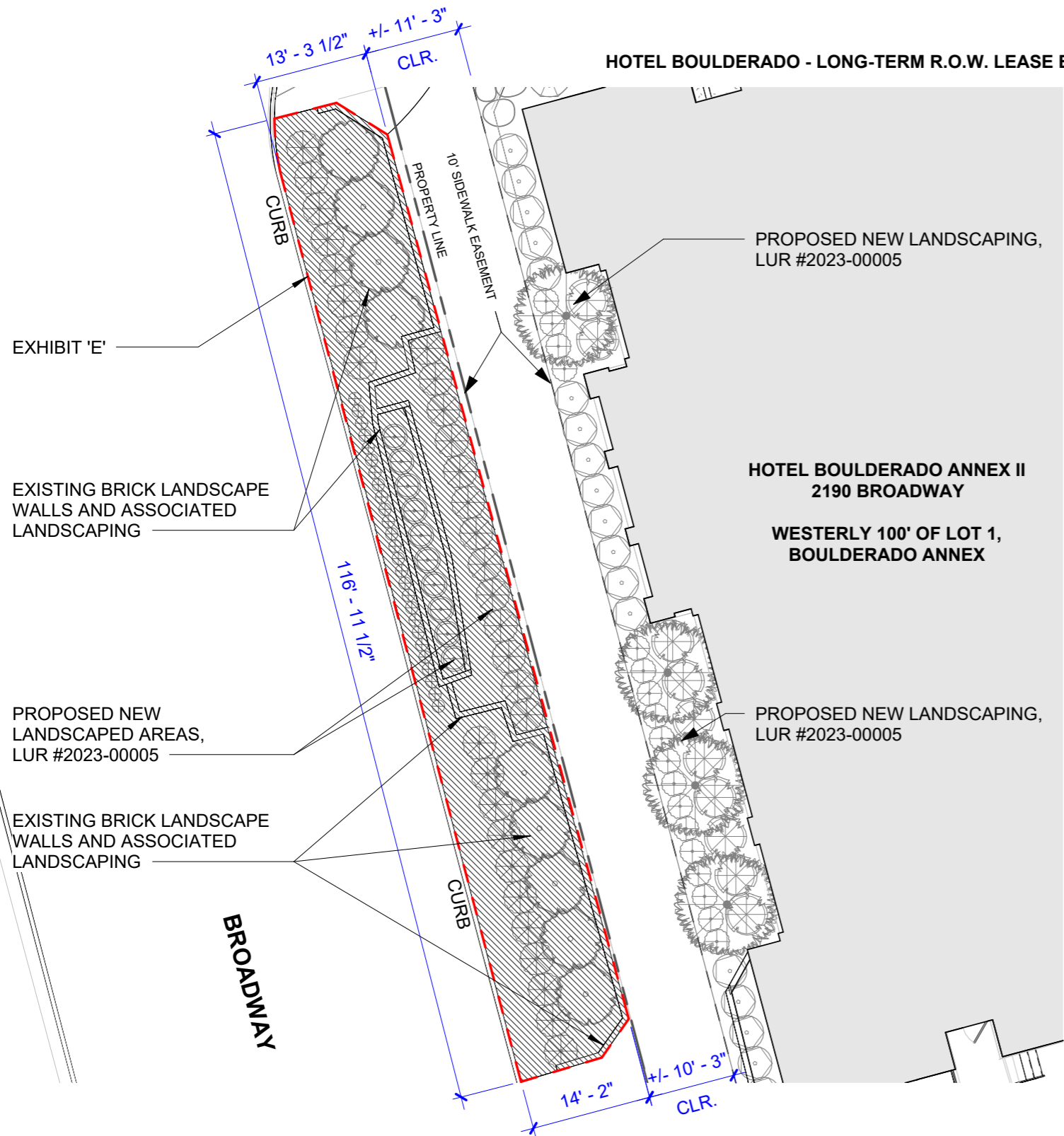
PARCEL 1
LOTS 11 & 12, BLOCK 120
ORIGINAL TOWN
OF BOULDER

1 LONG-TERM R.O.W. LEASE - EXHIBIT D
1" = 10'-0"

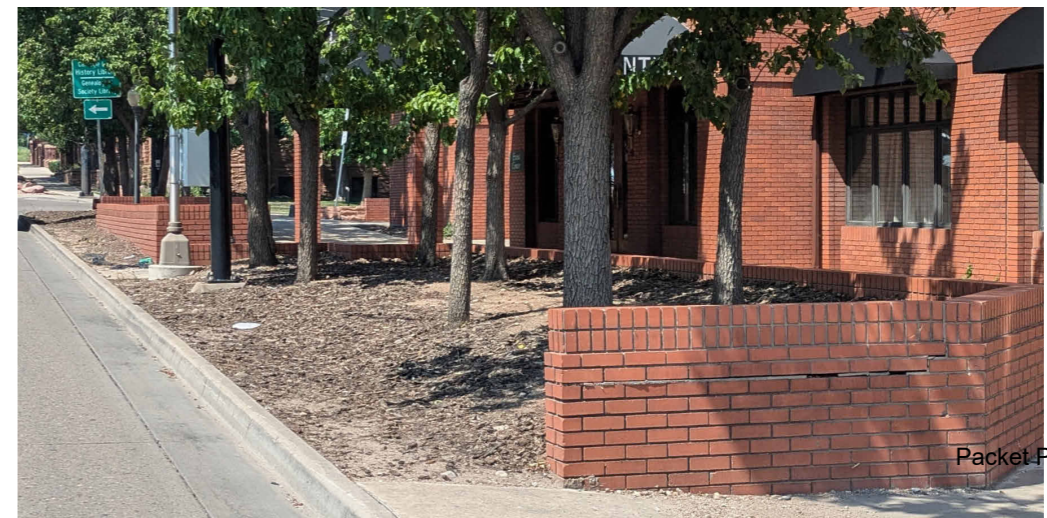


SCALE: 1" = 10'-0"

HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE EXHIBITS | EXHIBIT E



CONTENTS: BRICK LANDSCAPE WALLS FROM 8" TO 32" ABOVE SIDEWALK AND LANDSCAPING	
	AREA OF ENCROACHMENT = 1578.5 SF



VIEW LOOKING NORTH

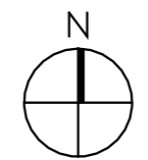


VIEW LOOKING SOUTH

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1 LONG-TERM R.O.W. LEASE - EXHIBIT E

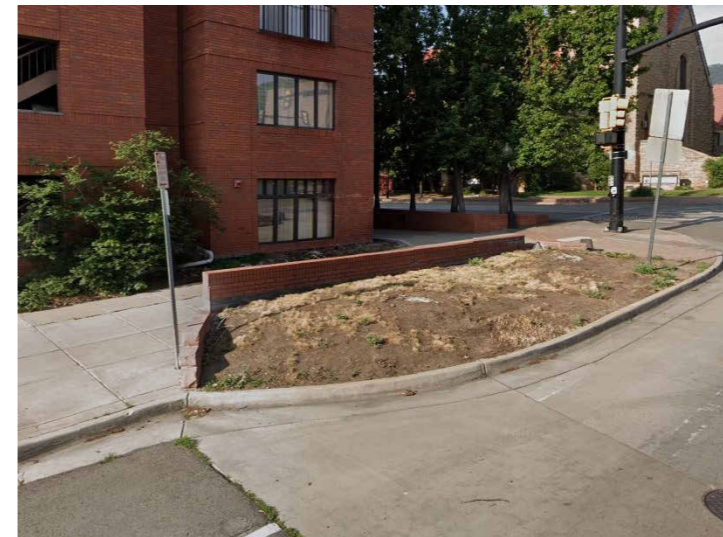
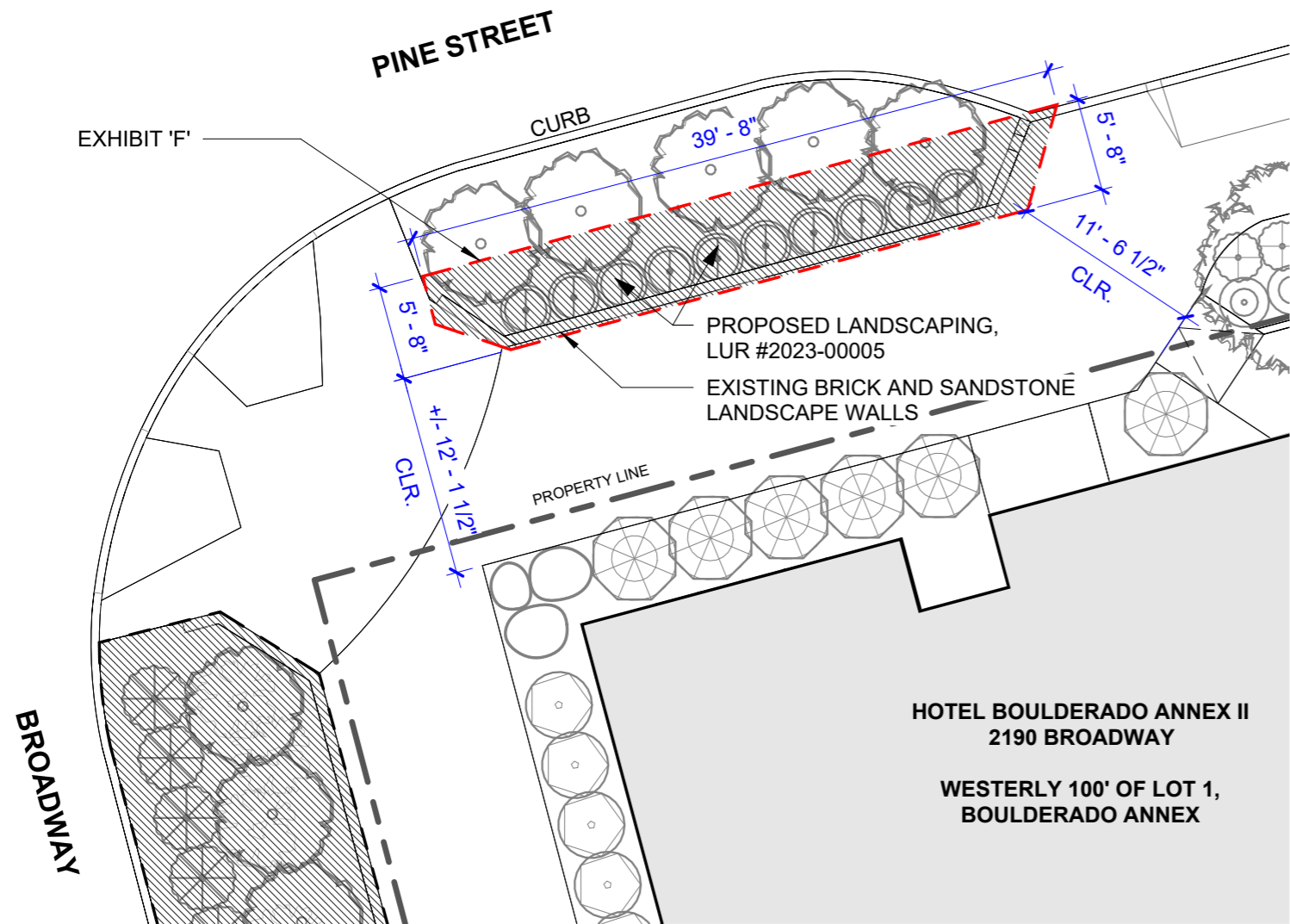
1/16" = 1'-0"



SCALE: 1/16" = 1'-0"

HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE EXHIBITS | EXHIBIT F

CONTENTS: BRICK AND SANDSTONE LANDSCAPE WALLS FROM 12" TO 32" ABOVE SIDEWALK AND PROPOSED LANDSCAPING	
	AREA OF ENCROACHMENT = 210 SF



VIEW LOOKING WEST



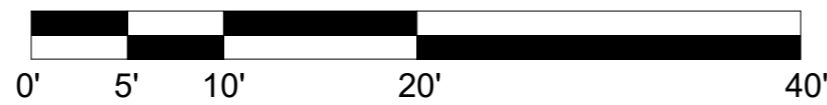
VIEW LOOKING EAST

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1

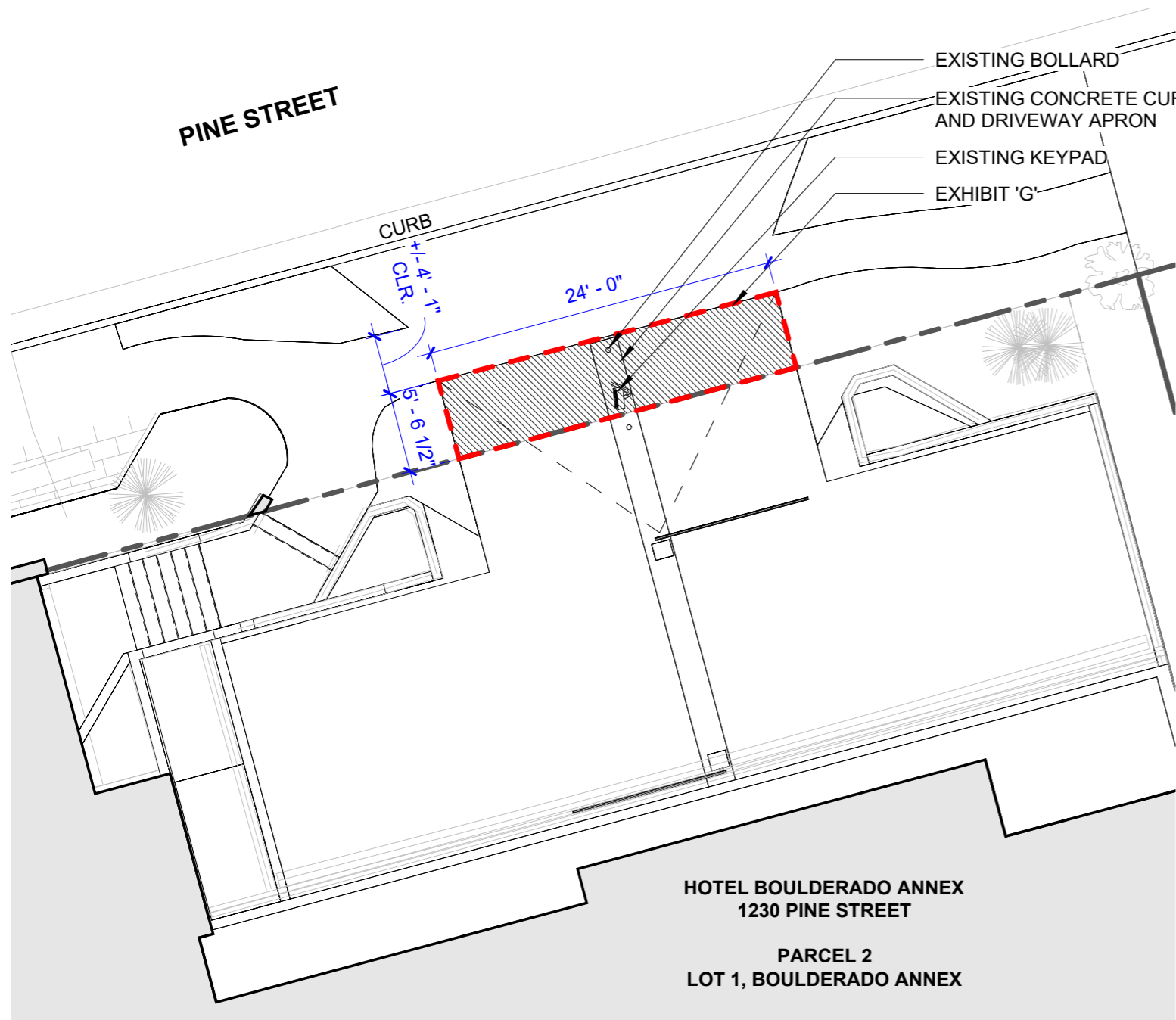
LONG-TERM R.O.W. LEASE - EXHIBIT F

1" = 10'-0"




SCALE: 1" = 10'-0"

HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE EXHIBITS | EXHIBIT G



CONTENTS:
EXISTING CONCRETE CURB, APRON, KEYPAD,
AND BOLLARD

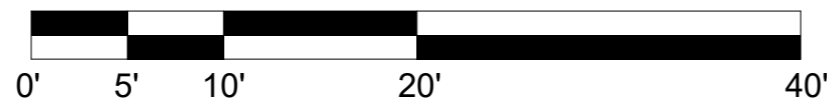
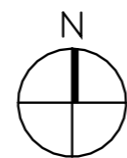
 AREA OF ENCROACHMENT = 131 SF



VIEW LOOKING EAST

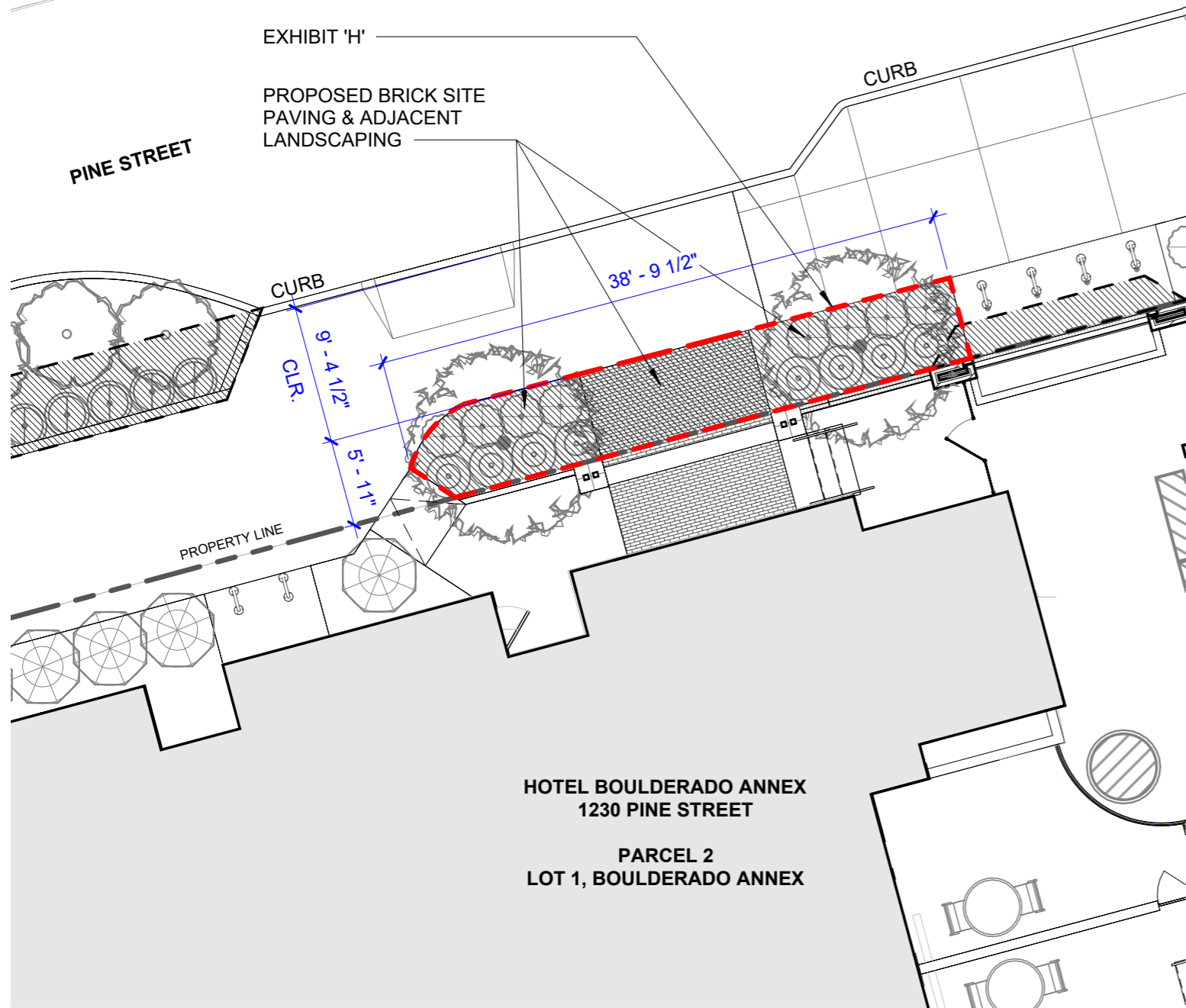
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1 LONG-TERM R.O.W. LEASE - EXHIBIT G
1" = 10'-0"



SCALE: 1" = 10'-0"

HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE EXHIBITS | EXHIBIT H



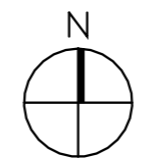
CONTENTS: NEW BRICK SITE PAVING & LANDSCAPING	
	AREA OF ENCROACHMENT = 218 SF



RENDERING OF PROPOSED BRICK PAVING & LANDSCAPING LOOKING SOUTH

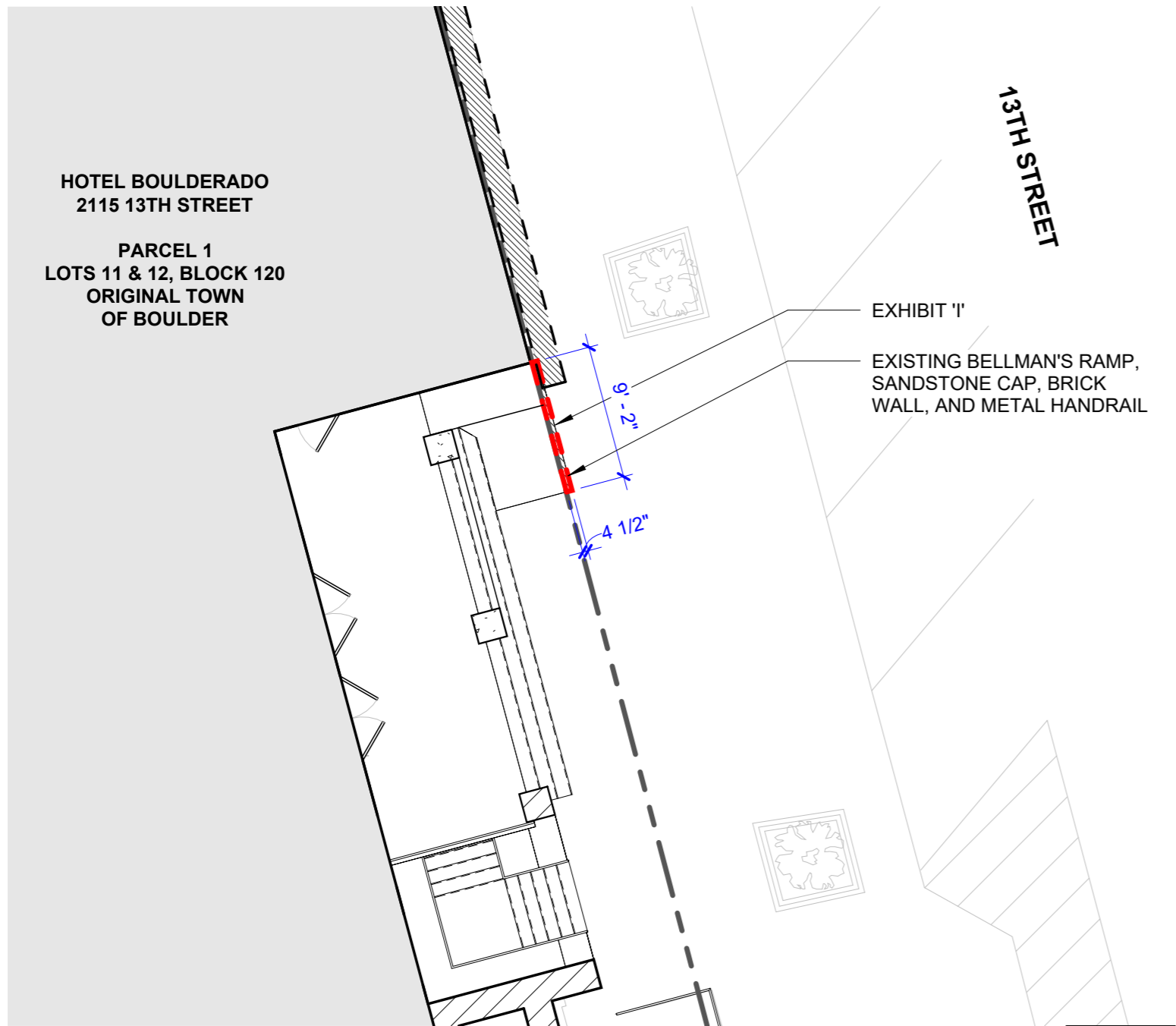
1 LONG-TERM R.O.W. LEASE - EXHIBIT H

1" = 10'-0"




SCALE: 1" = 10'-0"

HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE EXHIBITS | EXHIBIT I



CONTENTS:
EXISTING BELLMAN'S RAMP, SANDSTONE CAP,
BRICK WALL, AND METAL HANDRAIL

 AREA OF ENCROACHMENT = 4 SF



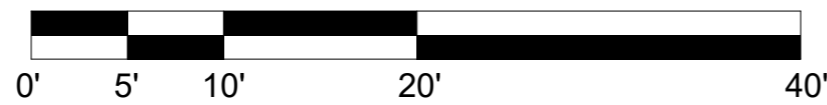
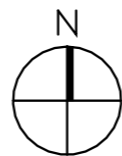
VIEW LOOKING NORTH

EXISTING BELLMAN'S RAMP,
METAL HANDRAIL

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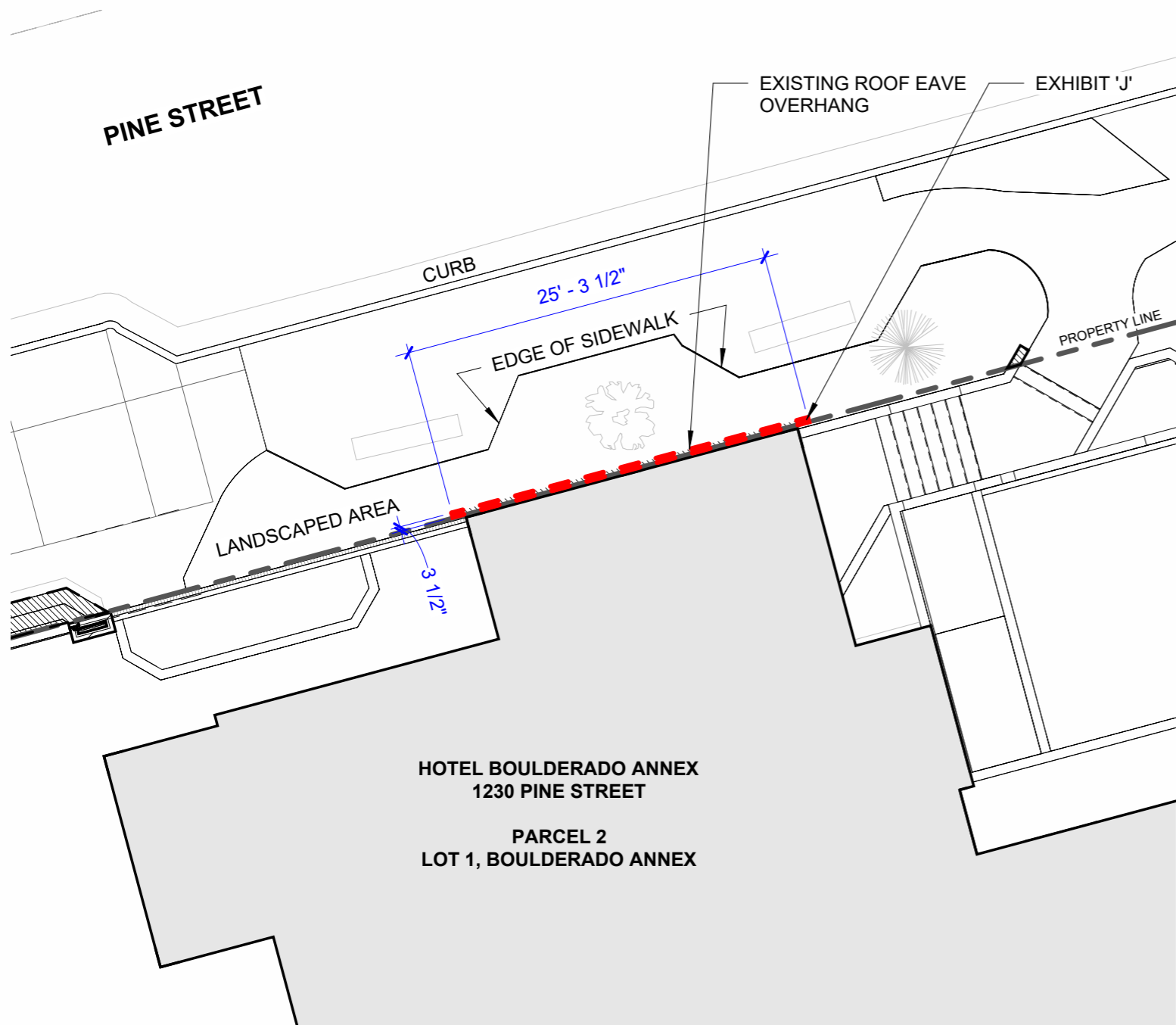
EXISTING BELLMAN'S RAMP,
SANDSTONE CAP AND BRICK WALL

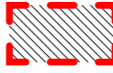
1 **LONG-TERM R.O.W. LEASE - EXHIBIT I**
1" = 10'-0"



SCALE: 1" = 10'-0"

HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE EXHIBITS | EXHIBIT J

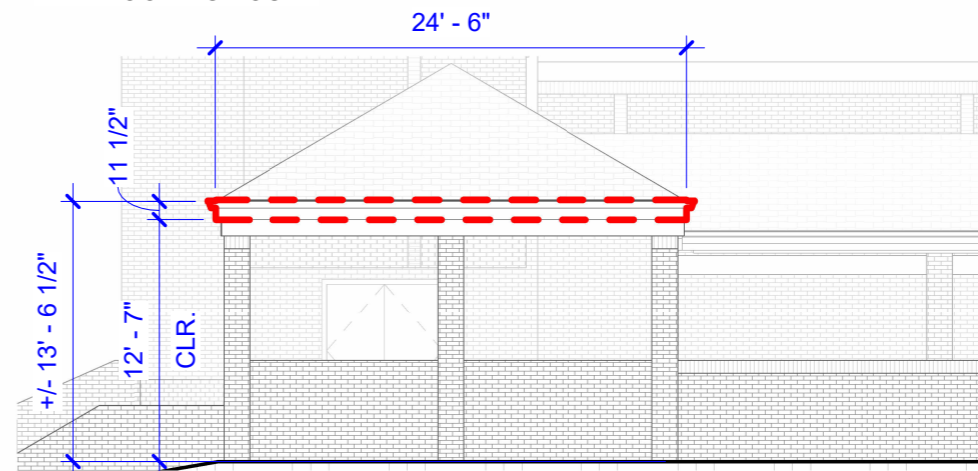


CONTENTS:	
EXISTING ROOF EAVE OVERHANG	
	AREA OF ENCROACHMENT = 7.6 SF
HEIGHT CLEARANCE ABOVE GROUND = 12' - 7"	



VIEW LOOKING SOUTH

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2 EXHIBIT J - AWNING NORTH ELEVATION

1" = 10'-0"

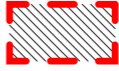
1 LONG-TERM R.O.W. LEASE - EXHIBIT J

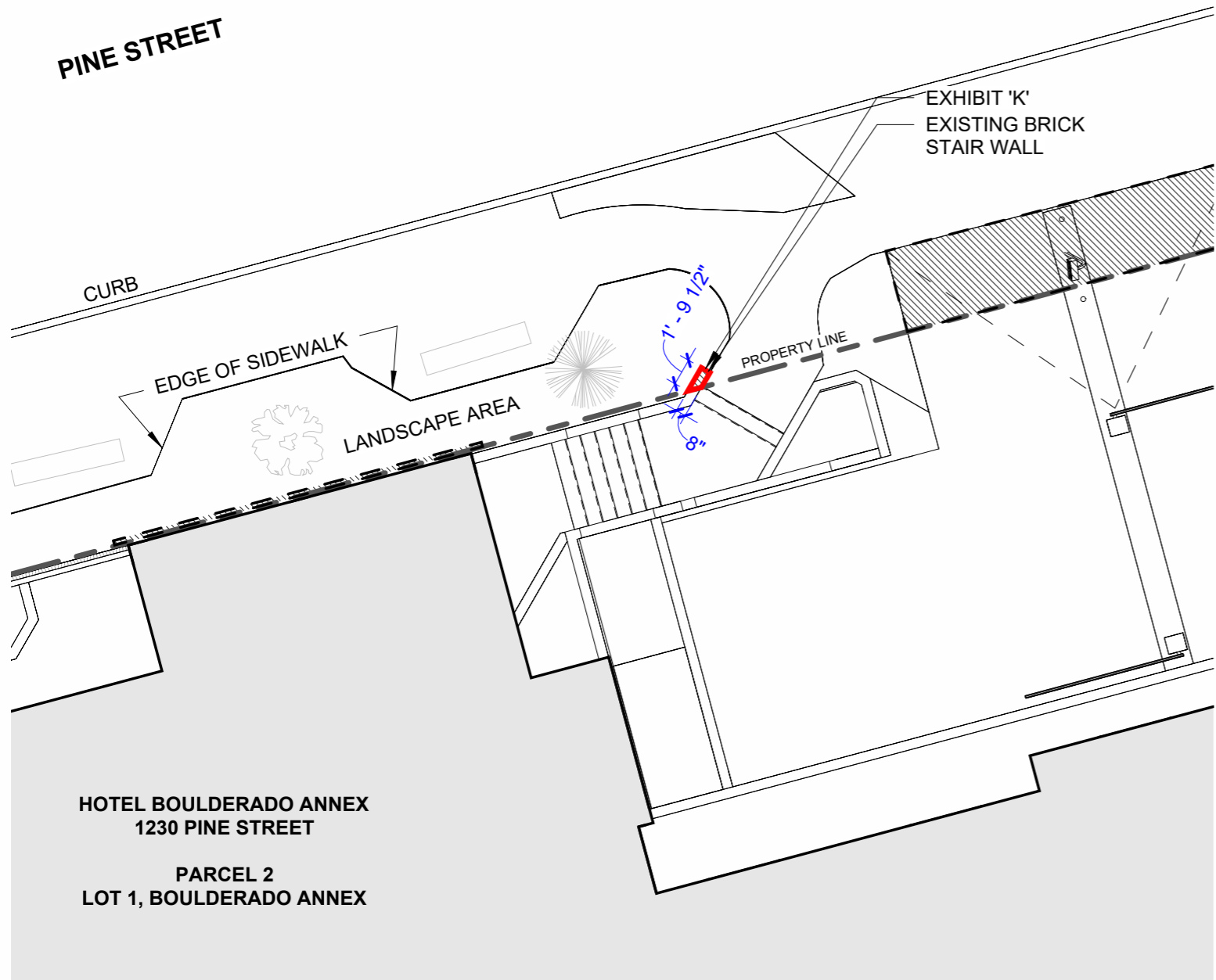
1" = 10'-0"



SCALE: 1" = 10'-0"

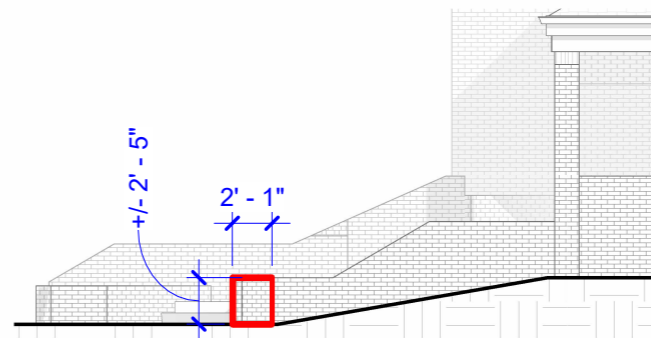
HOTEL BOULDERADO - LONG-TERM R.O.W. LEASE EXHIBITS | EXHIBIT K

CONTENTS:	
EXISTING BRICK STAIR WALL	
	AREA OF ENCROACHMENT = 1 SF



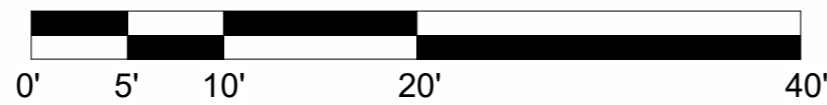
VIEW LOOKING SOUTH

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2 EXHIBIT K - BRICK WALL NORTH ELEVATION
1" = 10'-0"

1 LONG-TERM R.O.W. LEASE - EXHIBIT K
1" = 10'-0"



SCALE: 1" = 10'-0"

ATTACHMENT 3
CERTIFICATE OF INSURANCE

(attached)



CERTIFICATE OF LIABILITY INSURANCE

Attachment A - 20-year Revocable Lease (REV-01002168) (MM/DD/YYYY)

3/31/2025

4/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nationwide Insurance Company of America</td> <td>25453</td> </tr> <tr> <td>INSURER B : Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td>INSURER C : --- SEE ATTACHMENT ---</td> <td></td> </tr> <tr> <td>INSURER D : Pinnacol Assurance Company</td> <td>41190</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nationwide Insurance Company of America	25453	INSURER B : Nationwide Mutual Insurance Company	23787	INSURER C : --- SEE ATTACHMENT ---		INSURER D : Pinnacol Assurance Company	41190	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B : Nationwide Mutual Insurance Company	23787														
INSURER C : --- SEE ATTACHMENT ---															
INSURER D : Pinnacol Assurance Company	41190														
INSURER E :															
INSURER F :															
INSURED 1379140 Hotel Boulderado 2115 13th Street Boulder, CO 80302															

COVERAGES

CERTIFICATE NUMBER: 12873650

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ACP CG013201613327	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ACP BA013201613327	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	PUMB22-A-G27673806	3/31/2024	3/31/2025	EACH OCCURRENCE \$ 55,000,000 AGGREGATE \$ 55,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	4025448	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability	N	N	ACP GLA013201613327	4/1/2024	4/1/2025	\$1,000,000 each common cause \$2,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Boulder and its elected officials and employees are additional insureds as respects General Liability.
 A waiver of subrogation in favor of the City of Boulder and its elected officials and employees applies to the general liability if required per written contract.
 RE: ENCROACHMENTS AT HOTEL BOULDERADO, INCLUDING ELEVATED WALKWAY OVER ALLEY

CERTIFICATE HOLDER**CANCELLATION** See Attachment

12873650 City of Boulder Planning and Development Services 1739 Broadway, Third Floor P.O. Box 791 Boulder, CO 80306	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Schedule of Insurers

Companies	AM Best Rating	Limits of Liability
ACE Property & Casualty Insurance Company	A++ XV	\$10,000,000 Excess of primary carriers
Markel American Insurance Co	A XV	\$15,000,000 excess of \$10,000,000
StarStone Specialty Ins Co: NY & WA (Non-Admitted)	A- XI	\$5,000,000 excess of \$25,000,000
StarStone National Insurance Company: All Other States	A- XI	\$5,000,000 excess of \$25,000,000
Allied World Assurance Company (U.S.): NY, CA, DE Allied World Specialty Insurance Co: CO, ME, NC, WS, WY Allied World National Assurance Company: All Other States QBE Specialty Insurance Company (Non-Admitted)	A XV	\$10,000,000 excess of \$30,000,000
Navigators Insurance Company	A+ XV	15,000,000 excess of \$40,000,000

**CITY OF BOULDER
REVOCABLE PERMIT REV-01002822**

THIS Revocable Permit (“Permit”) is issued by the City of Boulder, a Colorado municipal corporation (the “Permitter”), to Boulderado Hotel, Ltd., LLP, a Colorado limited liability limited partnership, and Dia Dorado, LLC, a Colorado limited liability company (collectively, the “Permittee”), as collective owner of the Encroachments (defined below), to maintain such Encroachments, which consist of: (a) a stairway and retaining wall in a public utility easement dedicated on the final plat of Pinetrees Subdivision recorded in the records of the Boulder County Clerk and Recorder’s Office at Rec. No. 00437985 on March 16, 1981 generally located at 1230 Pine Street, and more particularly described in Exhibit A attached to this Permit; and (b) a canopy and brick columns located in a sidewalk easement dedicated on the final plat of Boulderado Annex recorded in the records of the Boulder County Clerk and Recorder’s Office at Rec. No. 01035325 on April 3, 1990 generally located at 2190 Broadway, and more particularly described on Exhibit A. This Permit is granted in consideration of the Permittee’s payment of the application fee and is subject to the following terms and conditions. The Permitter and Permittee are collectively referred to as the “Parties” and singularly as a “Party.”

1. Encroachments. The stairway and retaining wall as shown on Exhibit B and the canopy & brick columns as shown on Exhibit C (collectively, the “Encroachments”) are authorized on a revocable permit basis and are restricted exclusively to the locations as described and as shown in Exhibit B and Exhibit C attached to this Permit.
2. Type of Encroachments. This Permit is limited specifically to the types of Encroachments described above. No expansion or enlargement of the Encroachments or modification of the types of Encroachments is permitted without prior approval by the city manager.
3. Permit Term. If not sooner revoked, this Permit is granted for a term of 20 years. The Permit shall terminate sooner if revocation occurs pursuant to Paragraph 5 below. In addition, if Permittee removes the Encroachments prior to the end of the term, then this Permit shall terminate with respect to those Encroachments so removed upon such removal.
4. Building Permit Requirement. To the extent that maintenance, repair, or replacement of the Encroachments is required, the Permittee shall obtain all required permits related to such work, including without limitation a building permit. The Permittee shall be responsible for obtaining all required inspections by the City.
5. Revocation and Termination. The Permitter may revoke, without cause, this Permit at any time upon 10 days’ written notice to the Permittee pursuant to Section 8-6-7, “Revocation of Revocable Permit and Order to Remove Encroachment,” B.R.C. 1981. The provisions, authorities, and remedies of Section 8-6-7, B.R.C. 1981 shall apply to the removal of the Encroachments. The Permittee agrees to waive any rights it may have under Section 31-20-105, C.R.S., based on the Permitter’s lack of an enabling ordinance authorizing collection of this specific debt. The Permittee may remove some or all Encroachments upon 10 day’s prior written notice to the Permitter.

6. Removal at the end of the Permit Term. The Permittee shall remove, at its expense, the Encroachments within 90 days after the end of the term, or such amount of additional time that may be required to remove such Encroachments with prior written approval of the City, so long as Permittee commences such removal within 90 days after the end of the term and diligently pursues completion of the same. If the Permittee received notice to remove pursuant to paragraph 5, the Permittee shall remove, at its expense, the Encroachments within 30 days after receiving notice, except in the case of an emergency, when the Encroachments shall be removed immediately, and in no event later than the end of the Permit Term.

7. *[Intentionally Deleted].*

8. Assignment. Permittee shall be allowed to assign this Permit. In connection with such assignment, Permittee shall enter into a commercially reasonable assignment and assumption agreement with the assignee: (a) pursuant to which the assignee shall assume, and agree to perform, all obligations of Permittee pursuant to this Permit; and (b) that includes contact information for assignee and an obligation for assignee to notify the City of any change in such contact information. Prior to any assignment of this Permit, the Permittee will request the prior approval of the city manager in writing. The purpose of the city manager's approval will be to ensure compliance with the provisions of this Permit. After the assignment and assumption agreement are executed, Permittee shall provide the City with a copy of the executed assignment and assumption agreement.

9. Construction and Maintenance. The Permittee agrees to maintain the Encroachments as approved by this Permit with due caution and regard for the City of Boulder and public use of the public Easements. The Permittor shall not be responsible for any maintenance of the Encroachments.

10. Right of Access. The City retains all rights in the public Easements and all rights to construct and maintain utilities and other public improvements in the public Easements. It is expressly understood that interruptions of utility services to Permittee's property or damage to Permittee's property by interruptions of utility services, reasons of maintenance, acts of God, or vandalism are at Permittee's risk.

11. Insurance. Permittee's certificate of insurance evidencing Permittee's compliance with the provisions of this paragraph, which certificate of insurance has been approved by Permittor, is attached hereto as Exhibit D. The Permittee shall, at Permittee's sole expense, procure and maintain or cause to be procured and maintained with insurers licensed or approved to undertake business in the State of Colorado, a comprehensive general or personal liability insurance policy with minimum limits of \$1 million per occurrence and a \$2 million aggregate. Subrogation shall be waived in favor of the Permittor. The Permittee agrees that the above stated policy limits shall be raised to meet any additional coverage necessitated by amendments to the Colorado Governmental Immunity Act that may expose the Permittor to judgments greater than the insurance coverage required in this Permit.

This policy shall be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the Permitter. This policy shall be maintained in full force and effect for the duration of the Permit. The Permittee or Permittee's insurance broker shall notify the Permitter of any cancellation or reduction in coverage or limits of any insurance policy within seven days of receipt of insurers' notification to that effect. The Permittee shall obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage and shall provide the Permitter with an updated Certificate of Insurance annually.

a. Additional Insurance Requirements.

- i. This policy shall name the City of Boulder and its elected officials and employees as additional insured.
- ii. All insurers must be licensed or approved to do business within the State of Colorado.
- iii. **The Certificate Holder shall be identified as: City of Boulder, P.O. Box 791, Boulder, CO 80306.**
- iv. A Separation of Insureds Clause must be included in general liability policies.
- v. Permittee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At its own expense, Permittee will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the City a new certificate of insurance showing such coverage is in force.
- vi. The City and Permittee shall cooperate with each other in the collection of any insurance proceeds that may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.
- vii. The Permittee shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Permit by reason of its failure to procure or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

12. Indemnification. The Permittee agrees to indemnify and hold harmless the Permitter from and against all claims, suits, losses, and expenses in any manner resulting from, arising out of, or connected with the construction, use, operation or maintenance of the Encroachments. Nothing in this Permit waives the Permitter's protections under the Colorado Governmental Immunity Act.

13. Assumption of Risk. The Permittee assumes the risks and accepts all liability and damage that may occur as a result of the Permittor, its agents or contractor's work in the public Easements.
14. Renewal. This Permit may be renewed at the end of the Permit Term in the sole discretion of the Permittor, upon payment of the then-current fees, if renewal is determined to have no adverse impact on the public. Any term greater than three years less one day but less than 20 years in length requires the mutual consent of the Permittor and Permittee after appropriate action by the Boulder City Council.
15. Binding Provision. The provisions of the Permit shall be binding upon the Parties and upon their respective heirs, successors, and assigns.
16. Compliance with Laws and Regulations. The Permittee shall comply with all applicable laws, rules, regulations, and ordinances in conducting its installation, operation, maintenance, and removal of the Encroachments.
17. Computation of Time. In computing a period of days under this Permit, the first day is excluded and the last day is included. If the last day of any period is a Saturday, Sunday, or legal holiday, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.
18. Notice. Any notice required by this Permit shall be in writing, made by hand-delivery or certified mail, return receipt requested, addressed to the following unless one Party notifies the other Party in writing that such contact or address has changed:

To Permittee:

Boulderado Hotel, LTD., LLP
Attn: Creighton Smith, Manager
2115 13th Street
Boulder, CO 80302

To Permittor:

City Manager
Penfield Tate II Municipal Building
P.O. Box 791
Boulder, CO 80306

19. Warranty of Authority. The Permittee warrants and agrees that the Permittee has the good right, full power and lawful authority to execute this Permit.
20. Choice of Law. This Permit shall be interpreted, construed and governed in accordance with the laws of the state of Colorado. Legal actions shall be filed in Boulder County District Court. The Permittee agrees to submit to personal jurisdiction of this court.
21. Entire Agreement. This Permit is the entire agreement between the Parties and there are no oral agreements. This Permit is the entire understanding of the Parties on the subject of the Permit and supersedes any prior agreements of the Parties on this

issue. No amendments or modifications are valid unless they are in writing and signed by the Parties.

DATE OF ISSUANCE: _____

EXPIRATION DATE: _____

(signature page follows)

PERMITTEE:

BOULDERADO HOTEL, LTD., LLP,
a Colorado limited liability limited partnership

By: Daydreams, LLC, a Wyoming limited
liability company, General Partner

By: [Signature]
Frank B. Day, Sole Member

State of Arizona)
) ss.
County of Maricopa)

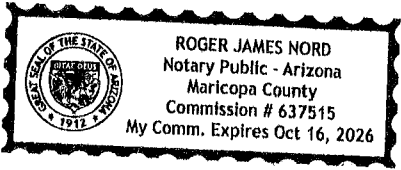
The foregoing instrument was acknowledged before me this 2nd day of March, 2025, by Frank B. Day, Sole Member, Daydreams, LLC, General Partner, Boulderado Hotel, LTD., LLP.

Witness my Hand and Seal.

My Commission Expires: 16 OCT 2026

[SEAL]

[Signature]
Notary Public



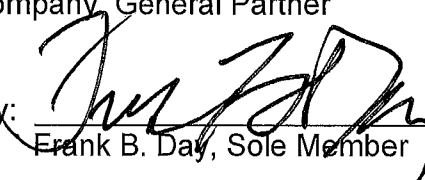
(signatures continued on following page)

PERMITTEE:

DIA DORADO, LLC,
a Colorado limited liability company

By: Boulderado Hotel, Ltd., LLP, a Colorado
limited liability limited partnership, Manager

By: Daydreams, LLC, a Wyoming limited liability
company, General Partner

By: 
Frank B. Day, Sole Member

State of ARIZONA)
) ss.
County of MARICOPA)

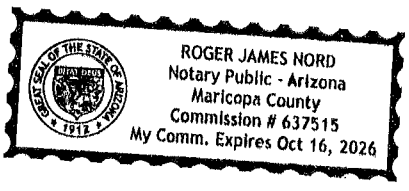
The foregoing instrument was acknowledged before me this 2nd day of MARCH, 2025, by Frank B. Day, Sole Member, Daydreams, LLC, General Partner, Boulderado Hotel Ltd., LLP, Manager, Dia Dorado, LLC.

Witness my Hand and Seal.

My Commission Expires: 16 OCT 2026

[SEAL]


Notary Public



(signatures continued on following page)

PERMITTOR/CITY OF BOULDER:

By: _____
Nuria Rivera-Vandermyde, City Manager

Attest:

City Clerk

Approved As To Form:

City Attorney's Office

Date: _____

Exhibits:

- A. Legal Description (1230 Pine St and 2190 Broadway)
- B. Encroachments (Stairway and Retaining Wall – 1230 Pine St)
- C. Encroachments (Canopy and Brick Columns – 2190 Broadway)
- D. Certificate of Insurance

EXHIBIT A

LEGAL DESCRIPTION

1230 Pine Street and 2190 Broadway

LOT 1, BOULDERADO ANNEX, A REPLAT OF LOTS 5 & 6, BLOCK 120 OF ORIGINAL TOWN OF BOULDER; AND LOT 3 OF PINETREES SUBDIVISION, BOTH IN THE SW ¼ OF SECTION 30, T1N, R70W OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 3, 1990 UNDER RECEPTION NO. 1035325, COUNTY OF BOULDER, STATE OF COLORADO.

EXHIBIT B
ENCROACHMENTS
(STAIRWAY AND RETAINING WALL – 1230 PINE STREET)

[attached]

EXHIBIT B
HOTEL BOULDERADO - ENCRoACHMENT INTO CITY EASEMENT

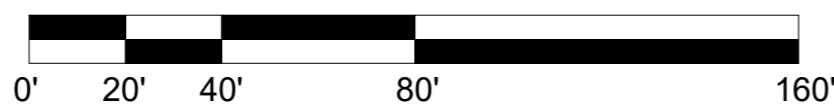
SHEET INDEX - EXHIBIT B

2.00	EXHIBIT B - OVERALL SITE EXHIBIT
2.01	EXHIBIT B



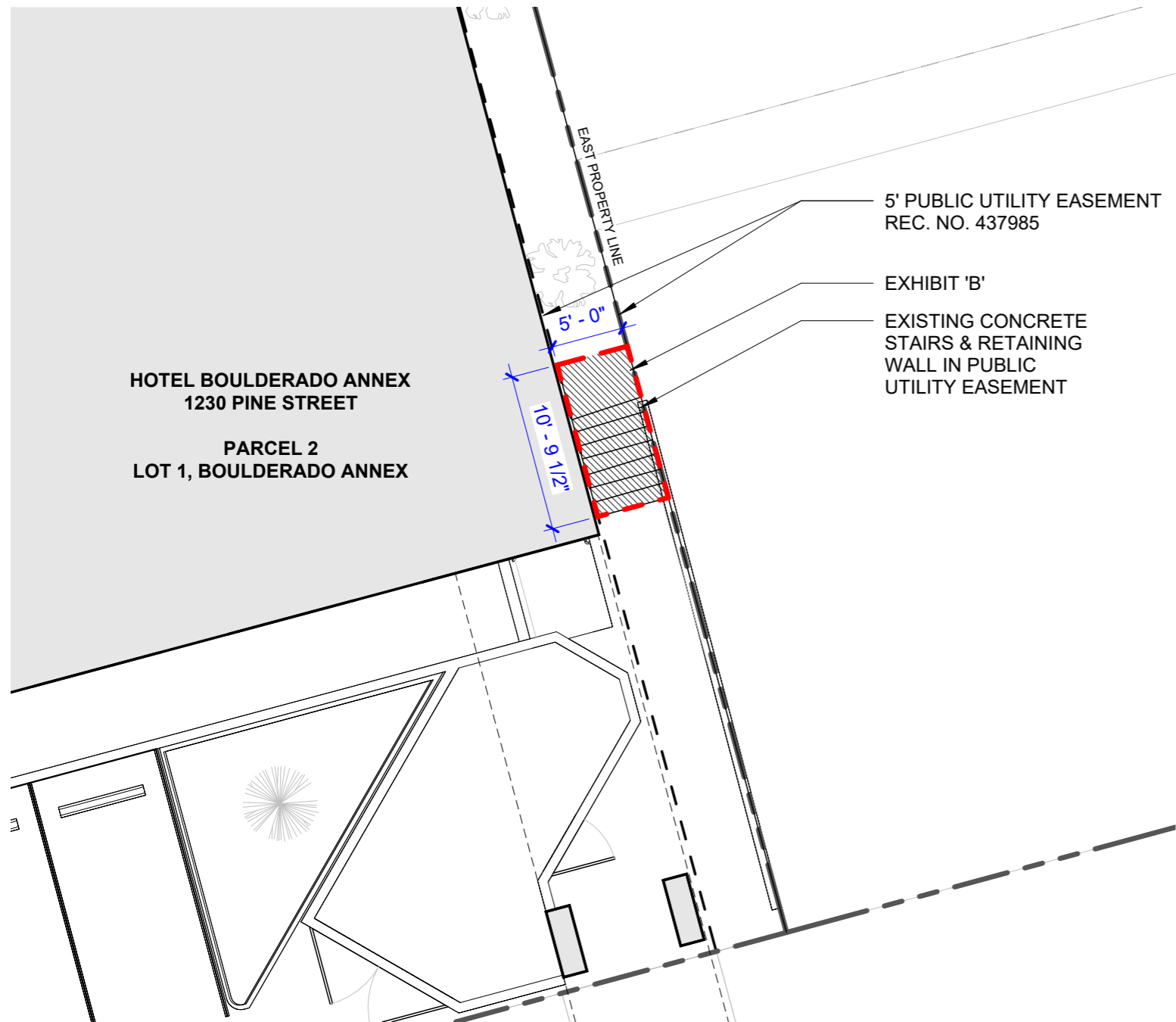
Packet Page 266 of 920

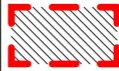
1 ENCROACHMENT INTO CITY EASEMENT- OVERALL SITE EXHIBIT B
 1" = 40'-0"

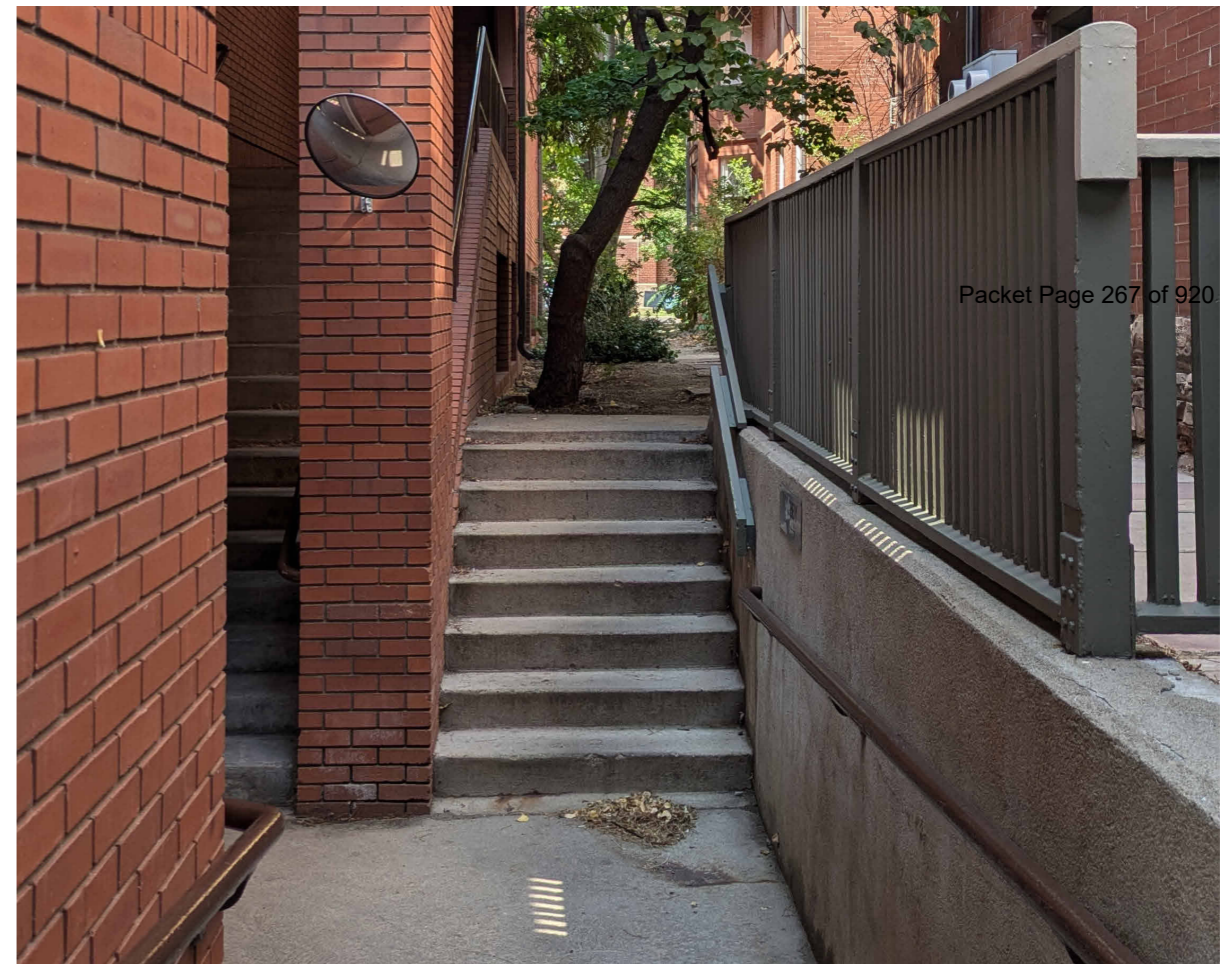


SCALE: 1" = 40'-0"

HOTEL BOULDERADO - ENCROACHMENT INTO CITY EASEMENT | EXHIBIT B

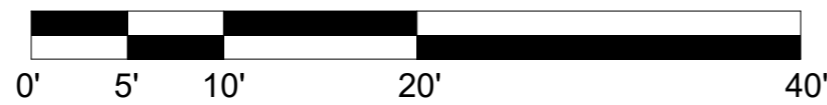


CONTENTS:	
EXISTING CONCRETE STAIRS & RETAINING WALL	
	AREA OF ENCROACHMENT = 54 SF



VIEW LOOKING NORTH

1 ENCROACHMENT INTO CITY EASEMENT - EXHIBIT B
1" = 10'-0"



SCALE: 1" = 10'-0"

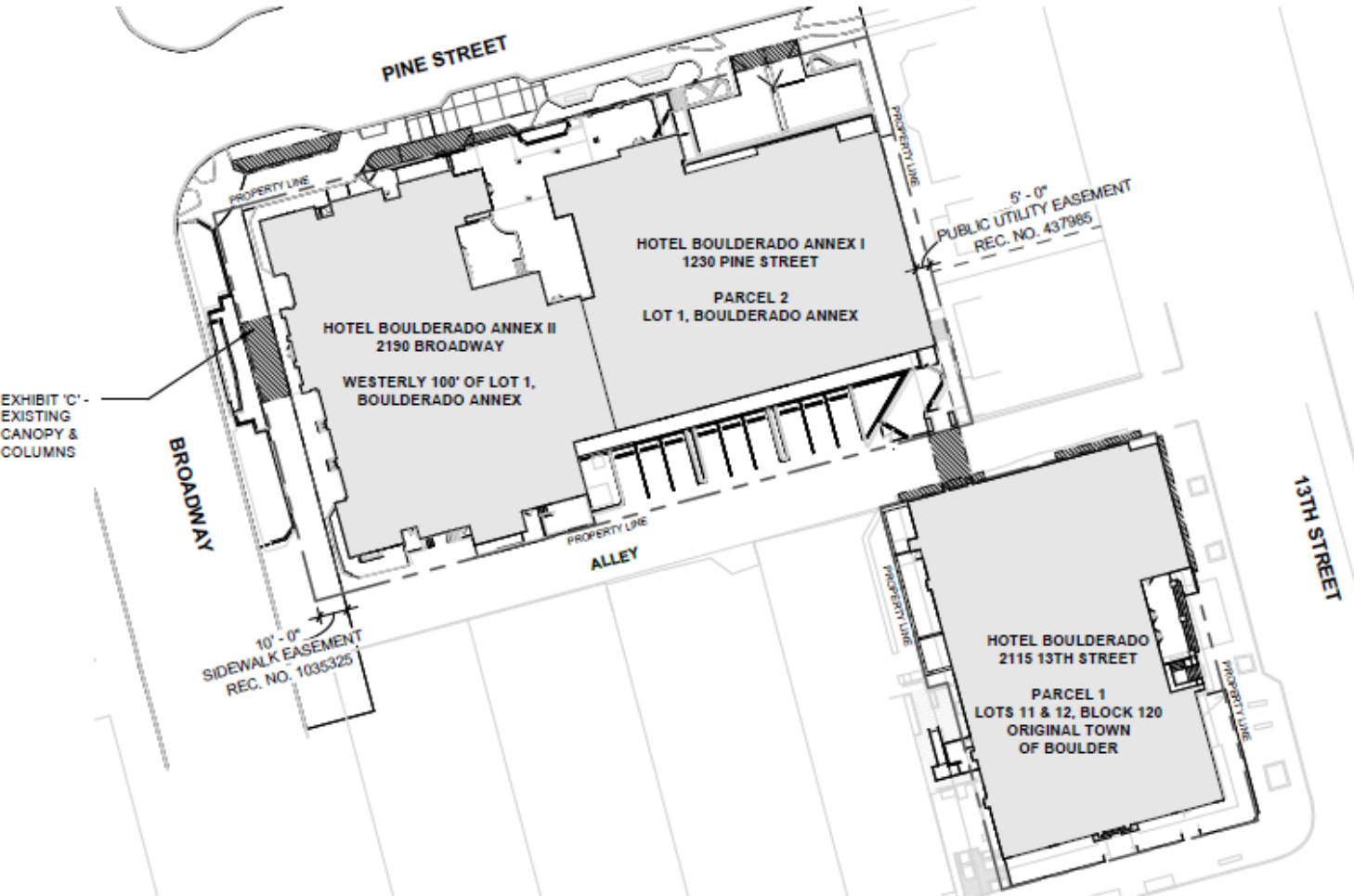
EXHIBIT C
ENCROACHMENTS
(CANOPY AND BRICK COLUMNS – 2190 BROADWAY)

[attached]

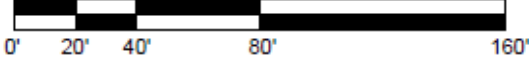
EXHIBIT C
HOTEL BOULDERADO - ENCROACHMENT INTO CITY EASEMENT |

SHEET INDEX - EXHIBIT C

3.00	EXHIBIT C - OVERALL SITE EXHIBIT
3.01	EXHIBIT C



1 ENCROACHMENT INTO CITY EASEMENT - OVERALL SITE EXHIBIT C
1" = 40'-0"

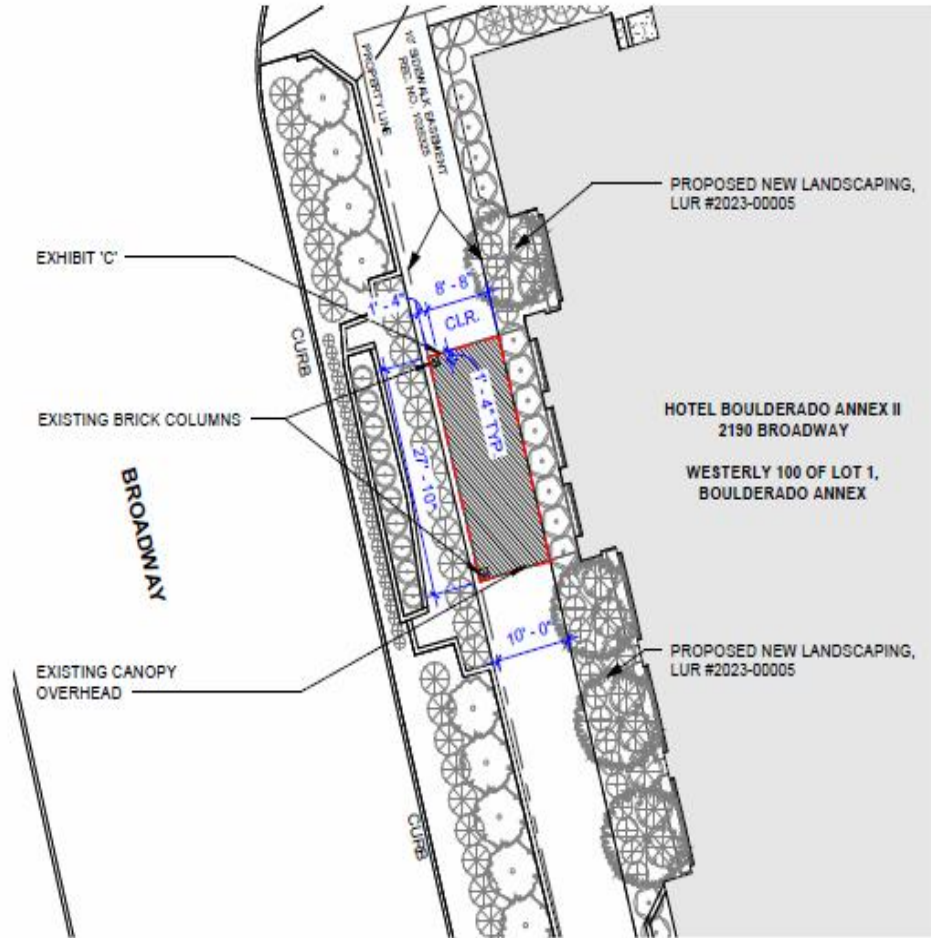



SCALE: 1" = 40'-0"

EXHIBIT C - OVERALL SITE EXHIBIT

01.31.2025
3.00

HOTEL BOULDERADO - ENCROACHMENT INTO CITY EASEMENT | EXHIBIT C

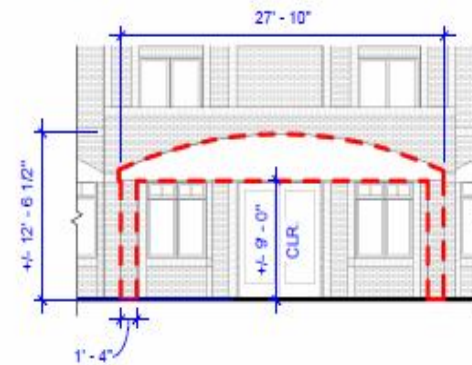


CONTENTS:	
EXISTING CANOPY AND BRICK COLUMNS*	
	AREA OF ENCROACHMENT = 279 SF
	HEIGHT CLEARANCE ABOVE GROUND = 9'-0"

* PROPOSED TO BE REMOVED AS PART OF LUR #2023-00005

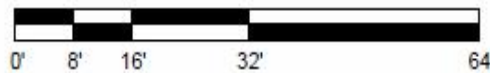


VIEW LOOKING EAST



2 EXHIBIT C - AWNING WEST ELEVATION
1" = 10'-0"

1 ENCROACHMENT INTO CITY EASEMENT- EXHIBIT C
1/16" = 1'-0"



SCALE: 1/16" = 1'-0"



01.31.2025
EXHIBIT C | 3.01

EXHIBIT D
CERTIFICATE OF INSURANCE

(attached)



CERTIFICATE OF LIABILITY INSURANCE

Attachment B - 20-year Revocable Permit (REV-01002802) (MM/DD/YYYY)
3/31/2025 4/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%; text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nationwide Insurance Company of America</td> <td style="text-align: center;">25453</td> </tr> <tr> <td>INSURER B : Nationwide Mutual Insurance Company</td> <td style="text-align: center;">23787</td> </tr> <tr> <td colspan="2">INSURER C : --- SEE ATTACHMENT ---</td> </tr> <tr> <td>INSURER D : Pinnacol Assurance Company</td> <td style="text-align: center;">41190</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nationwide Insurance Company of America	25453	INSURER B : Nationwide Mutual Insurance Company	23787	INSURER C : --- SEE ATTACHMENT ---		INSURER D : Pinnacol Assurance Company	41190	INSURER E :		INSURER F :	
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INSURER C : --- SEE ATTACHMENT ---															
INSURER D : Pinnacol Assurance Company	41190														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 12873650 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ACP CG013201613327	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="checked" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ACP BA013201613327	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="checked" type="checkbox"/> UMBRELLA LIAB <input checked="checked" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	PUMB22-A-G27673806	3/31/2024	3/31/2025	EACH OCCURRENCE \$ 55,000,000 AGGREGATE \$ 55,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="checked" type="checkbox"/> N	N/A	4025448	4/1/2024	4/1/2025	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability	N	N	ACP GLA013201613327	4/1/2024	4/1/2025	\$1,000,000 each common cause \$2,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Boulder and its elected officials and employees are additional insureds as respects General Liability.
 A waiver of subrogation in favor of the City of Boulder and its elected officials and employees applies to the general liability if required per written contract.
 RE: ENCROACHMENTS AT HOTEL BOULDERADO, INCLUDING ELEVATED WALKWAY OVER ALLEY

CERTIFICATE HOLDER 12873650 City of Boulder Planning and Development Services 1739 Broadway, Third Floor P.O. Box 791 Boulder, CO 80306	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Schedule of Insurers

Companies	AM Best Rating	Limits of Liability
ACE Property & Casualty Insurance Company	A++ XV	\$10,000,000 Excess of primary carriers
Markel American Insurance Co	A XV	\$15,000,000 excess of \$10,000,000
StarStone Specialty Ins Co: NY & WA (Non-Admitted)	A- XI	\$5,000,000 excess of \$25,000,000
StarStone National Insurance Company: All Other States	A- XI	\$5,000,000 excess of \$25,000,000
Allied World Assurance Company (U.S.): NY, CA, DE Allied World Specialty Insurance Co: CO, ME, NC, WS, WY Allied World National Assurance Company: All Other States QBE Specialty Insurance Company (Non-Admitted)	A XV	\$10,000,000 excess of \$30,000,000
Navigators Insurance Company	A+ XV	15,000,000 excess of \$40,000,000



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Introduction, first reading and consideration of a motion to order published by title only Ordinance 8686 designating the property at 658 Pleasant St., City of Boulder, Colorado, to be known as the Tiara House, as an individual landmark under Chapter 9-11, "Historic Preservation," B.R.C. 1981; and setting forth related details

PRIMARY STAFF CONTACT

Clare Brandt, City Planner

REQUESTED ACTION OR MOTION LANGUAGE

Motion to order published by title only Ordinance 8686 designating the property at 658 Pleasant St., City of Boulder, Colorado, to be known as the Tiara House, as an individual landmark under Chapter 9-11, "Historic Preservation," B.R.C. 1981; and setting forth related details

ATTACHMENTS:

Description

- **Item 3C - 1st Rdg Ord 8686 658 Pleasant St. Individual Landmark Designation**



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 20, 2025

AGENDA TITLE

Introduction, first reading and consideration of a motion to order published by title only Ordinance 8686 designating the property at 658 Pleasant St., City of Boulder, Colorado, to be known as the Tiara House, as an individual landmark under Chapter 9-11, “Historic Preservation,” B.R.C. 1981; and setting forth related details.

Owner / Applicant: Laura Rose

PRESENTERS

Nuria Rivera-Vandermyde, City Manager
Mark Woulf, Assistant City Manager
Brad Mueller, Director of Planning and Development Services
Kristofer Johnson, Comprehensive Planning Senior Manager
Chris Reynolds, Deputy City Attorney, City Attorney’s Office
Marcy Gerwing, Principal Historic Preservation Planner
Clare Brandt, Historic Preservation Planner

EXECUTIVE SUMMARY

The purpose of this agenda item is for City Council to consider first reading of an ordinance designating the property at 658 Pleasant St. as an individual landmark under the city’s Historic Preservation Ordinance. The council must determine whether the proposed individual landmark designation of the property meets the purposes and standards of the Historic Preservation Ordinance (*Sections 9-11-1 and 9-11-2, B.R.C. 1981*). This includes that the landmark designation:

- 1. Will promote the public health, safety, and welfare by protecting, enhancing, and perpetuating buildings, sites, and areas of the city reminiscent of past eras, events, and persons important in local, state, or national history or providing significant examples of architectural styles of the past.*

2. *Will develop and maintain appropriate settings and environments for such buildings, sites, and areas to enhance property values, stabilize neighborhoods, promote tourist trade and interest, and foster knowledge of the city's living heritage.*
3. *Will draw a reasonable balance between private property rights and the public interest in preserving the city's cultural, historic, and architectural heritage by ensuring that demolition of buildings and structures important to that heritage will be carefully weighed with other alternatives and that alterations to such buildings and structures and new construction will respect the character of each such setting, not by imitating surrounding structures, but by being compatible with them.*

The property owner is in support of the designation. If approved, this ordinance (see [Attachment A](#)), would result in the designation of the property as an individual landmark. The findings are included in the ordinance. A second reading for this designation will be a quasi-judicial public hearing.

STAFF RECOMMENDATION

Suggested Motion Language:

Staff requests council consideration of this matter and action in the form of the following motion:

Motion to introduce and order published by title only Ordinance 8686 designating the property at 658 Pleasant St., City of Boulder, Colorado, to be known as the Tiara House, as an individual landmark under the City of Boulder Historic Preservation Ordinance; and setting forth related details.

RESPONSES TO QUESTIONS FROM COUNCIL AGENDA COMMITTEE

LANDMARKS BOARD ACTIONS & FEEDBACK

On February 5, 2025, the Landmarks Board voted **unanimously (4-0, Golobic absent)** to recommend that the City Council designate the property at 658 Pleasant St. as a local historic landmark, to be known as the Tiara House, finding that it meets the standards for individual landmark designation in Sections 9-11-1 and 9-11-2, B.R.C. 1981.

PUBLIC FEEDBACK

Two members of the public spoke in support of the designation.

ANALYSIS

Code Criteria for Review

Section 9-11-6(b), *Council Ordinance Designating Landmark or Historic District*, of the historic preservation ordinance specifies that in its review of an application for local landmark designation, the council must consider “whether the designation meets the purposes and standards in Subsections 9-11-1(a) and Section 9-11-2, *City Council May Designate Landmarks*

and Historic Districts, B.R.C. 1981, in balance with the goals and policies of the Boulder Valley Comprehensive Plan.” The City Council shall approve by ordinance, modify and approve by ordinance, or disapprove the proposed designation.

9-11-1, *Legislative Intent*, B.R.C. 1981 states:

- (a) The purpose of this chapter is to promote the public health, safety, and welfare by protecting, enhancing, and perpetuating buildings, sites, and areas of the city reminiscent of past eras, events, and persons important in local, state, or national history or providing significant examples of architectural styles of the past. It is also the purpose of this chapter to develop and maintain appropriate settings and environments for such buildings, sites, and areas to enhance property values, stabilize neighborhoods, promote tourist trade and interest, and foster knowledge of the city’s living heritage.
- (b) The City Council does not intend by this chapter to preserve every old building in the city but instead to draw a reasonable balance between private property rights and the public interest in preserving the city’s cultural, historic, and architectural heritage by ensuring that demolition of buildings and structures important to that heritage will be carefully weighed with other alternatives and that alterations to such buildings and structures and new construction will respect the character of each such setting, not by imitating surrounding structures, but by being compatible with them.
- (c) The City Council intends that in reviewing applications for alterations to and new construction on landmarks or structures in a historic district, the Landmarks Board shall follow relevant city policies, including, without limitation, energy-efficient design, access for the disabled, and creative approaches to renovation.

9-11-2, *City Council may Designate Landmarks and Historic Districts*, B.R.C. 1981 states:

- (a) Pursuant to the procedures in this chapter the City Council may by ordinance:
 - (1) Designate as a landmark an individual building or other feature or an integrated group of structures or features on a single lot or site having a special character and historical, architectural, or aesthetic interest or value and designate a landmark site for each landmark;
 - (2) Designate as a historic district a contiguous area containing a number of sites, buildings, structures or features having a special character and historical, architectural, or aesthetic interest or value and constituting a distinct section of the city;
 - (3) Designate as a discontinuous historic district a collection of sites, buildings, structures, or features which are contained in two or more geographically separate areas, having a special character and historical, architectural, or aesthetic interest or value that are united together by historical, architectural, or aesthetic characteristics; and
 - (4) Amend designations to add features or property to or from the site or district.

Upon designation, the property included in any such designation is subject to all the requirements of this code and other ordinances of the city.



Figure 1. Left: North elevation of the house from Pleasant Street showing the front facing gambrel roof with shed roof between the upper and lower stories, and porch within the elbow of the “L” floorplan. Image provided by applicant. Right: The northeast corner of the property showing the Anderson Ditch crossing the property and the existing porch at the northeast corner of the house. [Google Street View, 2021](#).



Figure 2. Left: North end of east elevation from 7th Street showing the east facing part of the gambrel roof and the hipped roof of the existing front porch. Right: South end of east elevation showing the flat roof addition to the south side of the house. Provided by applicant.

Summary of Significance

To assist in the interpretation of the historic preservation ordinance, the Landmarks Board adopted an administrative regulation in 1975 establishing [Significance Criteria for Individual Landmarks](#) (link). For additional information on the history of the property, please see the [February 5, 2025 Landmarks Board Memorandum](#) (link).

ANALYSIS:

A. Would the designation protect, enhance, and perpetuate a property reminiscent of a past era(s), event(s), and person(s) important in local, state, or national history in Boulder or provide a significant example of architecture of the past?

Staff considers, and the Landmarks Board found, that the proposed designation of the property at 658 Pleasant St. will protect, enhance, and perpetuate a property reminiscent of a past era of history and preserve an important example of Boulder’s historic architecture.

B. Does the proposed application develop and maintain appropriate settings and environments for such buildings, sites, and areas to enhance property values, stabilize neighborhoods, promote tourist trade and interest, and foster knowledge of the City’s living heritage?

Staff considers, and the Landmarks Board found, that the proposed designation will maintain an appropriate setting and environment for the building and site, and enhance property values, stabilize the neighborhood, promote tourist trade and interest, and foster knowledge of the city’s living heritage.

HISTORIC SIGNIFICANCE:

Summary: The building located at 658 Pleasant St. meets the following historic significance criteria:

1. Date of Construction: c. 1906-1909

Elaboration: Boulder County records list the year of construction of 1905. The first residents lived on the property by 1906, although they may have resided in the cabin while construction of the main house was completed. The house was completed by 1909.

2. Association with Persons or Events: The property at 658 Pleasant Ave. has had a number of owners over the last 115 years. The Townsend family purchased the property in 1910 and lived here for 50 years. E. A. Townsend ran barber and beauty shops in Boulder with his son and daughter-in-law. Other owners include Art and Babe Daldos, who lived here for 13 years, and Elaine and George Van Booven, a County Commissioner (1970-1975).

3. Distinction in the Development of the Community: None Observed

4. Recognition by Authorities: 1994 Survey¹ considered the house significant as “... representative of the Dutch Colonial Revival style popular in the United States during the early twentieth century, as reflected principally in the gambrel roof.”

ARCHITECTURAL SIGNIFICANCE:

Summary: The building at 658 Pleasant St. meets the following architectural significance criteria.

¹ Front Range Research Associates. “658 Pleasant Street historic building inventory record.” 1994. Call No. 780 Pleasant 658. Carnegie Library for Local History, Boulder. <https://localhistory.boulderlibrary.org/islandora/object/islandora%3A45248>

1. Recognized Period or Style: Dutch Colonial Revival

Elaboration: The Dutch Colonial Revival architectural style was popular in the early twentieth century. *History Colorado* considers that “the gambrel roof is the distinguishing feature of the Dutch Colonial Revival. Primarily a residential style, it was popular in Colorado between 1900 and 1925. Other characteristic elements included wide overhangs, dormers, small oval windows in the gable ends, and a porch under the overhanging eaves of the gambrel roof, supported by columns. The building may be side-gabled, front-gabled, or form intersecting gables. A steep, stepped gable, reminiscent of Flemish architecture, is also seen on occasion.”²

2. Architect or Builder of Prominence: Lyman W. Leland likely constructed the house.

Elaboration: Lyman Leland owned the property between 1906 and 1909, although records indicate that his family lived on site as early as 1906. Lyman was a stonemason and worked as a contractor in Boulder and the surrounding area. He contributed to the construction of the Citizen’s State Bank (102 S. Broadway) in Edmond, Oklahoma (added to the National Register of Historic Places in 1979).³ He likely built the house at 658 Pleasant St. between 1906 and 1909.

3. Artistic Merit: The original design of the front porch, skilled stone- and brick-work, leaded glass windows.

Elaboration: The character-defining features include the steep gambrel roof form, flared shed roof overhang between the first floor and roof story, typical of the Dutch Colonial Revival style,⁴ skilled stone and brick-work including the arched lintels and belly band, and leaded glass window. Additionally, the original circular porch with roof deck, stick-like porch supports, and wedding cake or “Tiara” detailing is unusual and a character-defining feature that was removed in 1922 and is proposed to be reconstructed.

4. Example of the Uncommon: The Dutch Colonial Revival Style is uncommon in Boulder and reflected in fewer than a few dozen intact examples from before the first decade of the twentieth century. Some examples include:

- a. 1149 12th St. (constructed c.1898)
- b. 964 Grant Pl. (constructed 1902)
- c. 905 13th St. (constructed in 1902) was designated the Derham-Lindgren House, an individual landmark, in 1979 for its architectural significance: it was designed by the architectural firm of Wright and Saunders and includes a detailed semi-circular front porch.
- d. 520 Marine St. (Highland Lawn Historic District, constructed 1903) originally included a similar circular front porch and roof deck, which was removed sometime before 1910.
- e. 809 11th St. (constructed 1907)
- f. 2336 9th St. (Mapleton Hill Historic District, constructed 1910)

² “Colorado’s Historic Architecture & Engineering Guide.” 2008. History Colorado. <https://www.historycolorado.org/dutch-colonial-revival>

³ National Park Service. “Citizen’s State Bank of Edmond.” 1979. <http://nr2.shpo.okstate.edu/pdfs/80003279.pdf>

⁴ “Colorado’s Historic Architecture & Engineering Guide.” 2008. History Colorado. <https://www.historycolorado.org/dutch-colonial-revival>

g. 2135 4th St. (Mapleton Hill Historic District, constructed 1911).

Additionally, the circular or semi-circular front porch with roof deck is a very unusual detail. The house at 520 Marine St. (constructed c. 1900) originally included a circular front porch with roof deck, which was removed sometime after 1910. 904 Mapleton Ave. (within the Mapleton Hill Historic District and designated the Gardiner-Sandoe House in 2024) includes a semi-circular porch and roof deck with wide frieze board and decorative dentils. The porch is original to the house, which was constructed starting in 1895. However, it evidently took so long for the carpenter to bend the wood for the semi-circle that it wasn't finished until after 1900.



Figure 3. Left: 520 Marine St., constructed in 1903 with original circular front porch and roof deck, photographed sometime before 1910.⁵ Right: The northeast corner of 904 Mapleton Ave. 1929-1949⁶ showing the front porch and roof deck added around 1900.

5. Indigenous Qualities: The stone was likely locally sourced.

ENVIRONMENTAL SIGNIFICANCE:

Summary: The building located at 658 Pleasant St. meets the following environmental significance criteria.

- 1. Site Characteristics:** The Anderson Ditch crosses the front of the property, creating an unusual and unique site, with a bridge to access the main entrance. The ditch is privately owned and through which multiple decreed water rights are conveyed across the subject property. The ditch was constructed in the early 1860s and its appurtenant operation and maintenance easement arose through construction and nearly 160 years of use. The City also uses the ditch for the conveyance of storm water.
- 2. Compatibility with Site:** The massing and scale of the house and the property's mature vegetation is compatible with its residential setting.

⁵ Sturtevant, J. B. "520 Marine Street." 1870-1910. BHS 207-7-19. Boulder Historical Society/Museum of Boulder. <https://localhistory.boulderlibrary.org/islandora/object/islandora%3A49587>

⁶ Boulder County Real Estate Appraisal. "904 Mapleton Avenue real estate appraisal card." 1929-1961. Call Number 880-Mapleton-904. Carnegie Library for Local History, Boulder. <https://localhistory.boulderlibrary.org/islandora/object/islandora%3A86035>

3. **Geographic Importance:** The property is located on the southwest corner of 7th Street and Pleasant Street, and boarded by Dean Place on the south. While the lot is heavily vegetated, the building is a familiar visual landmark within the neighborhood.
4. **Environmental Appropriateness:** The surroundings are complementary to its site. The heavily vegetated site is complementary to the stone Dutch Colonial building. A stone bridge extends over Anderson Ditch, further integrating the building into its site.
5. **Area Integrity:** The property is not located in an identified potential historic district, and the surrounding residential area has an eclectic mix of architectural styles and building ages.

Landmark Name

Staff recommends the property be known as the **Tiara House** to recognize the unique and character-defining design of the original front porch and the fine detailing of the house. This is consistent with the Landmark Board's Guidelines for Names of Landmarked Structures and Sites (1988) and the National Register of Historic Places Guidelines for Designation. See [Guidelines for Names of Landmarked Structures and Sites](#) (link).

Boundary Analysis

Staff recommend that the boundary be established to follow the property lines of the lot, consistent with current and past practices and the National Register Guidelines for establishing landmark boundaries. This boundary is supported by the property owner. Although a portion of the Anderson Ditch is located within the landmark boundary, a landmark alteration certificate shall not be required for the operation or maintenance of the ditch, including any necessary repairs or improvements, so long as such activities are within the scope of the ditch easement.

ALTERNATIVES

Modify the Application: The City Council may modify the landmark boundary and landmark name.

Deny the Application: If the City Council finds the application does not meet the criteria for landmark designation, it would vote to deny the application.

ATTACHMENTS

Attachment A – Ordinance 8686

Attachment B – [Significance Criteria for Individual Landmarks](#) (1975) (link)

Attachment C – [February 5, 2025 Landmarks Board Memorandum](#) (link)

ORDINANCE 8686

AN ORDINANCE DESIGNATING THE PROPERTY AT 658 PLEASANT ST., CITY OF BOULDER, COLORADO, ALSO KNOWN AS THE TIARA HOUSE, A LANDMARK UNDER CHAPTER 9-11, "HISTORIC PRESERVATION," B.R.C. 1981, AND SETTING FORTH RELATED DETAILS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO:

Section 1. The City Council enacts this ordinance pursuant to its authority under Chapter 9-11, "Historic Preservation," B.R.C. 1981, to designate as a landmark a property having a special character or special historic, architectural, or aesthetic interest or value.

Section 2. The City Council finds that: 1) on Dec. 12, 2024, the property owner submitted a landmark designation application for the property; 2) the Landmarks Board held a public hearing on the proposed designation on Feb. 5, 2025, and recommended that the City Council approve the proposed designation.

Section 3. The City Council also finds that upon public notice required by law, the City Council held a public hearing on the proposed designation on April 3rd, 2025, and upon the basis of the presentations at that hearing finds that the property at 658 Pleasant St. possesses special historic and architectural value warranting its designation as a landmark.

Section 4. The characteristics of the subject property that justify its designation as a landmark are: 1) its historic significance for its date of construction between 1905 and 1909; 2) its architectural significance as an example of Dutch Colonial Revival architectural style popular in the early twentieth century but uncommon in Boulder, evidenced by the character-defining features of the steep gambrel roof form, flared shed roof overhang between the first floor and roof story, skilled stone and brick-work including the arched lintels and belly band, and leaded glass window. Additionally, the original circular porch with roof deck, stick-like porch supports, and wedding cake or "Tiara"

1 detailing is unusual and a character-defining feature that was removed in 1922 and is proposed to be
2 reconstructed; and 3) its environmental significance with site characteristics that include the Anderson
3 Ditch crossing the front of the property, the heavily vegetated lot, and corner location providing a
4 familiar visual landmark within the neighborhood.

5 Section 5. A private irrigation ditch runs across the landmark boundary through which
6 multiple decreed water rights are conveyed across the subject property. The ditch was constructed in
7 the early 1860s and its appurtenant operation and maintenance easement arose through construction
8 and nearly 160 years of use. The City also uses the ditch for the conveyance of storm water. Although
9 a portion of the irrigation ditch is located within the landmark boundary, a landmark alteration
10 certificate shall not be required for the operation or maintenance of the ditch, including any necessary
11 repairs or improvements, so long as such activities are within the scope of the ditch easement.

12 Section 6. The City Council further finds that the foregoing landmark designation is
13 necessary to promote the public health, safety, and welfare of the residents of the city.

14 Section 7. There is hereby created as a landmark the property located at 658 Pleasant St.,
15 also known as the Tiara House, whose legal landmark boundary encompasses the legal lots upon which
16 it sits:

17
18 LEGAL DESCRIPTION

19 LOT 5 BLK 1 MOUNTAIN PARK

20 as depicted in the proposed landmark boundary map, attached hereto as Exhibit A.

21 Section 8. The City Council directs that the Planning and Development Services
22 Department give prompt notice of this designation to the property owner and cause a copy of this
23 ordinance to be recorded as described in Subsection 9-11-6(d), B.R.C. 1981.

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Exhibit A – Landmark Boundary Map for 658 PLEASANT ST.

**658 PLEASANT ST., Boulder, Colorado
LOT 5 BLK 1 MOUNTAIN PARK**



Figure 1. 658 Pleasant St., proposed Landmark boundary (dotted yellow line).



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Introduction, first reading, consideration of a motion to order published by title only, and adopt by emergency measure Ordinance 8691 authorizing the financing of certain expenditures relating to the renovation and expansion of, and associated site work at the city's Pavilion Building, and in connection therewith authorizing the sale and subsequent leasing of the Pavilion Building and the execution and delivery by the city of a deed, a Lease Purchase Agreement, a Mortgage and Indenture of Trust, a Preliminary and Final Official Statement, and other financing documents; setting forth parameters and restrictions with respect to the financing; authorizing a competitive sale of one or more series of Certificates of Participation in an aggregate principal amount of not to exceed \$100,000,000 and approving the form of Notice of Sale; authorizing city officials to take all action necessary to carry out the transactions contemplated hereby; ratifying actions previously taken; and setting forth related details

PRIMARY STAFF CONTACT

Ron Gilbert, Assistant Controller

REQUESTED ACTION OR MOTION LANGUAGE

Motion to introduce, order published by title only and adopt by emergency measure Ordinance 8691 authorizing the financing of certain expenditures relating to the renovation and expansion of, and associated site work at the city's Pavilion Building, and in connection therewith authorizing the sale and subsequent leasing of the Pavilion Building and the execution and delivery by the city of a deed, a Lease Purchase Agreement, a Mortgage and Indenture of Trust, a Preliminary and Final Official Statement, and other financing documents; setting forth parameters and restrictions with respect to the financing; authorizing a competitive sale of one or more series of Certificates of Participation in an aggregate principal amount of not to exceed \$100,000,000 and approving the form of Notice of Sale; authorizing city officials to take all action necessary to carry out the transactions contemplated hereby; ratifying actions previously taken; and setting forth related details

ATTACHMENTS:

Description

- ▣ **Item 3D Ordinance 8691 Final Packet**



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 20, 2025

AGENDA TITLE

Introduction, first reading, consideration of a motion to order published by title only, and adopt by emergency measure Ordinance 8691 authorizing the financing of certain expenditures relating to the renovation and expansion of, and associated site work at the city's Pavilion Building, and in connection therewith authorizing the sale and subsequent leasing of the Pavilion Building and the execution and delivery by the city of a deed, a Lease Purchase Agreement, a Mortgage and Indenture of Trust, a Preliminary and Final Official Statement, and other financing documents; setting forth parameters and restrictions with respect to the financing; authorizing a competitive sale of one or more series of Certificates of Participation in an aggregate principal amount of not to exceed \$100,000,000 and approving the form of Notice of Sale; authorizing city officials to take all action necessary to carry out the transactions contemplated hereby; ratifying actions previously taken; and setting forth related details

PRESENTERS

Nuria Rivera-Vandermyde, City Manager
Teresa T. Tate, City Attorney
Laurel Witt, Assistant City Attorney II
Joel Wagner, Interim Chief Financial Officer
Joanna Crean, Facilities & Fleet Director
Michele Crane, Facilities & Fleet Deputy Director
Charlotte Huskey, Budget Officer
Ron Gilbert, Assistant Controller

EXECUTIVE SUMMARY

Proposed Emergency Ordinance 8691 (**Attachment A**), represents the final council actions related to the construction of the Western City Campus. City Council previously authorized staff to advance this work on August 27, 2019 at a [Special Council Meeting](#) and most recently was provided call-up consideration of the project on [October 17, 2024](#) and finally approved the [2025 Approved Budget](#), which appropriated \$6.2 million in annual lease payments and \$40 million in project funding to support the project. As stated in the 2025 Approved Budget book and the [2025-2030 Capital Improvement Plan](#), the remaining project appropriation of \$100 million would occur at time of bond issuance in 2025.

To finance the Western City Campus initiative, legal counsel has prepared documents for the sale of the Certificates of Participation (“2025 Certificates”). This Proposed Emergency Ordinance sets the parameters by which the 2025 Certificates may be sold. To maintain flexibility, property related to the Western City Campus is proposed as the collateral for the 2025 Certificates. The Pavilion Building (“Collateral Property”) will be sold to The Boulder Municipal Property Authority (“BMPA”) and BMPA issues its Certificates of Participation, Series 2025 in an amount not to exceed \$100,000,000. Proceeds of the 2025 Certificates will be used for the purpose of providing funds for the construction of the city’s Western City Campus.

The Collateral Property is comprised of the building, site improvements, fixtures and real property related to the Pavilion Building portion of the Western City Campus project. Using the Pavilion Building as collateral does not impinge on the use or changes that may be made in the future. BMPA will lease the Collateral Property back to the city and the city’s annual rental payments, subject to appropriation each year, are used by BMPA to make payments on the certificates. The 2025 budget, adopted by City Council appropriated \$6.2 million for debt service payments, in anticipation of this debt ordinance. The Proposed Emergency Ordinance approves, in substantially the same form as attached, the Lease Purchase Agreement, the Mortgage and Indenture of Trust that BMPA will provide to the Trustee, and the issuance of the 2025 Certificates under the approved parameters. The Proposed Emergency Ordinance also approves the form of deeds, the Continuing Disclosure Undertaking, the Preliminary Official Statement, the Notice of Sale, and all other ancillary documents.

The parameters set forth in the Proposed Emergency Ordinance are:

1. the purchase price to be received by the city from the Corporation (BMPA), in exchange for the leased property, shall not be less than \$96,000,000;
2. the maximum annual repayment amount of base rental payable by the city pursuant to the Lease Purchase Agreement shall not exceed \$6,200,000;
3. the final lease term (which shall be subject to renewal each year) shall not extend beyond December 31, 2064;
4. the interest rate of the 2025 Certificates shall not exceed 5.25% per annum, and;
- 5.) the aggregate principal amount of the 2025 Certificates shall not exceed \$100,000,000.

The ordinance is being brought forward as an emergency ordinance. This process is consistent with the way the city has performed debt ordinances for several years and eliminates the scheduling conflicts between the financial processes associated with the bond and the city’s ordinance process. The emergency ordinance allows staff to more quickly proceed with the construction contract, and lock in project costs in a time when there is significant price uncertainty in the construction sector.

Staff expect to receive final construction permits by Summer 2025 for the Collateral Property, while work on the flood channel will have already begun. All construction should be completed and ready

for occupancy by late 2027.

STAFF RECOMMENDATION

Suggested Motion Language:

Staff requests council consideration of this matter and action in the form of the following motion:

Motion to introduce, order published by title only and adopt by emergency measure Ordinance 8691 authorizing the financing of certain expenditures relating to the renovation and expansion of, and associated site work at the city's Pavilion Building, and in connection therewith authorizing the sale and subsequent leasing of the Pavilion Building and the execution and delivery by the city of a deed, a Lease Purchase Agreement, a Mortgage and Indenture of Trust, a Preliminary and Final Official Statement, and other financing documents; setting forth parameters and restrictions with respect to the financing; authorizing a competitive sale of one or more series of Certificates of Participation in an aggregate principal amount of not to exceed \$100,000,000 and approving the form of Notice of Sale; authorizing city officials to take all action necessary to carry out the transactions contemplated hereby; ratifying actions previously taken; and setting forth related details

COMMUNITY SUSTAINABILITY ASSESSMENTS AND IMPACTS

- **Economic** – Development of the Western City Campus will result in a centralizing of city services that are currently scattered across several buildings throughout the city enabling more efficient and effective delivery of services to the community. Existing buildings and properties, many of which are in the Civic Area and that currently house city staff will be vacated through consolidation to the Western City Campus. This makes considerable space available for future business and activities to thrive in these areas.
- **Environmental** – The Western City Campus will achieve many of the city's environmental and sustainability goals and be a leader in low-carbon redevelopment. The project is an adaptive reuse of two existing buildings on the site with additions constructed with mass timber. The buildings will transition off natural gas to be highly energy efficient and all-electric. The project represents the best of cross-departmental collaboration to achieve sustainability goals identified for mobility, landscaping and stormwater management, greenways, and civic spaces.
- **Social** – Achieving a civic campus that is welcoming and accessible to all people has been the highest priority. The new campus and buildings have been designed with input from people across a broad spectrum of physical abilities, ethnicities, gender identify, age and socio-economic class to help inform an all-inclusive design that serves all members of the community.

OTHER IMPACTS

- **Fiscal** – The issuance of the 2025 Certificates will address major capital needs of the city that are summarized in the Background and Analysis section of this Memorandum. The annual debt service payments will be supported by annual operating revenues from the General Fund, which are already programmed. This project will result in the decommissioning or sale of older, less energy efficient assets which require significant repairs and capital maintenance. Staff projects that this project will result in lower total occupancy costs (utilities, maintenance, etc.) once all older facilities are vacated.
- **Staff time** – Administration of the revised debt service on this issue is part of normal staff time and is included in the appropriate department budgets.

BOARD AND COMMISSION FEEDBACK

The Western City Campus has long been a part of the larger Alpine-Balsam project which underwent a multi-year Area Planning process starting in 2016. On September 24, 2019 at a joint [Planning Board and City Council](#) meeting the Alpine-Balsam Area plan and description of the Western City Campus were accepted. The acceptance memo provides a complete description of board and commission engagement through the process.

On September 24, 2024, the project was brought forward to Planning Board for Form-Based Code Review of site infrastructure and housing and a Site and Use Review of areas of the site that will be developed as the Western City Campus. [On October 17th, 2024](#), this was on the council call-up agenda.

PUBLIC FEEDBACK

The above referenced September 24, 2019, joint Planning Board and City Council meeting provides extensive information on the public feedback process that was part of the Alpine-Balsam Area Plan, which includes the Western City Campus.

In 2023 and again in 2024 staff asked for community feedback on the Western City Campus at the city-wide What's Up Boulder events. In both years, the community was in favor of the consolidation of services for easier access and was supportive of the sustainability attributes of the project. Concerns in both years centered around the availability of parking and potential for traffic congestion in the surrounding neighborhood.

BACKGROUND AND ANALYSIS

The Western City Campus project (Project) supported by the 2025 Certificates consists of a ~64,000 square foot renovation and ~51,000 square foot expansion of the Pavilion Building along with associated site improvements on a portion of the former Boulder Community Health (BCH) site, now known as the Alpine-Balsam site. Funding for renovation and expansion of the Pavilion Building will be supported by Certificates of Participation. Other elements of the Project include sitewide infrastructure including a flood control channel and extension of 11th St, and renovation of the existing parking structure and small surface parking lot which are being funded by an \$18.3 million budget appropriation in the 2024 Adopted Budget and \$40 million budget appropriation in the 2025 Adopted Budget. Elements that also support future housing development will receive partial reimbursement from those development partners following completion of affordable and market-rate housing projects.

The project has been nearly a decade in planning and design stemming from a need to consolidate scattered customer services and staff from several buildings around the city to one location. Currently, many city buildings are in poor to failing condition and house city staff who work in isolation from their colleagues and provide various customer services from many different locations, which is inefficient and costly. Development of a consolidated campus – one location that brings most staff who provide customer services and perform office-type functions together in one building will result in efficient and convenient customer service delivery, increased collaboration across departments and highly efficient building operation and maintenance. When complete, roughly 500 staff who are currently spread out across nine different buildings will relocate to this one location.

Comprehensive analysis of the project, its benefits for the city and strategy for development have been brought to council on several occasions, including:

- January 9, 2018 Council Study Session – Reuse Analysis of Medical Office Pavilion. This work analyzed the Medical Office Pavilion Building for reuse potential versus deconstructing along with the hospital.
- February 12, 2019 Council Study Session – Pavilion Renovation Study. This work assessed the merits of renovating the Pavilion Building for use to provide city services.
- August 27, 2019 Special Council Meeting – Facilities Master Plan, Pavilion Cost Benefit Analysis. This analysis provided a benefits assessment of renovating the Pavilion building within the greater context of the Facilities Master Plan work which assess 22 current city buildings being considered for consolidation.
- [October 21, 2021 Special Council Meeting](#) – Facilities Master Plan (FMP) Acceptance. [The Facilities Plan](#) presented a comprehensive assessment of the current state of city buildings and identified in a holistic manner the value of consolidation in terms of Environmental Sustainability, Social Responsibility and Financial Stewardship. These three pillars of good asset management have guided design priorities through the development of the Western City Campus.
- May 5, 2023, Council Study Session – Facilities Master Plan Implementation and Financial Strategy / Alpine-Balsam Update. Presentation of a Long-Term Financial Strategy for City Facilities to achieve Key Initiatives identified in the FMP including development of the Western City Campus.

The existing pavilion building was deconstructed down to the existing concrete structure and exterior walls and roof as part of the BCH Hospital Deconstruction project that was authorized by council in a [Special Council Meeting](#) on May 16th, 2019 and occurred between 2020 and 2022. The project will adaptively reuse the concrete structure and expand the building's square footage on all levels to the east, west, north and add an additional story. All expanded areas will be made using mass timber, a structural system selected because of its very low embodied carbon properties as compared with other typical structural systems such as steel or concrete.

The project includes rebuilding the exterior walls, windows and roof to very high standards for energy performance to maximize energy efficiency. New mechanical systems will be all-electric, a solar array on the roof will provide much of the energy required to heat, cool and operate the building. The lowest level of the building will provide a new home for the Channel 8 Studio and Communications & Engagement Department currently housed in the Boulder Public Library's Main Branch. The ground floor will also provide public meeting space capable of broadcast. The main

level will be transparent and provide many public spaces including new centralized customer service area and community engagement space.

To complete the offering of the 2025 Certificates, staff is requesting City Council to approve:

- The attached parameter Emergency Ordinance (**Attachment A**) which authorizes the 2025 Certificates in an amount not to exceed \$100,000,000 with a final maturity date not later than December 31, 2054, and the interest rate not to exceed 5.25% per annum, and; delegates approval of the final terms of the 2025 Certificates to the Chief Financial Officer or the City Manager following a competitive sale; and authorizes the Chief Financial Officer to call for a competitive public sale of the 2025 Certificates on such date as the Chief Financial Officer determines (currently set as April 29, 2025) and approves the form of the Notice of Sale included in the Ordinance.
- The Preliminary Official Statement (“POS”) that is included as **Attachment B**. The POS and the Notice of Sale will be distributed to potential buyers to provide information required to make an informed financial decision regarding the possible purchase of the 2025 Certificates.

Additional Information Regarding Certificates of Participation Sale by the City

Ratings - The City will apply to Moody’s for a rating on the 2025 Certificates. The rating review meeting between Moody’s and the City is targeted for the week of April 7, 2025. The City received a rating on the 2019 Certificates of Participation of Aa1. We expect similar ratings for the 2025 Certificates.

Lowest Bid Evaluation – The Charter of the City of Boulder requires bonds and the 2025 Certificates to be sold to the best advantage of the city. Because it incorporates the time value of money, the true interest cost (“TIC”) method of evaluating the cost of an issue has become industry standard to determine winning bids for competitive underwritings. Technically it is defined as that semiannual discount rate which equates the principal and interest payments on the 2025 Certificates to the purchase price paid by the underwriter to the city. In a competitive sale, all the 2025 Certificates are purchased by one bidder and the bids are submitted electronically through the i-Deal Parity electronic bidding system (“PARITY”).

Continuing Disclosure Procedures and Required Follow Up Over the Lifetime of the Certificates – Continuing disclosure is required by the Securities Exchange Commission (SEC) and consists of important information about municipal debt that arises after the initial issuance of the 2025 Certificates. This information generally reflects the financial health or operating condition of the state or local government as it changes over time, or the occurrence of specific events that can have an impact on key features of the 2025 Certificates. These disclosures are already required for the city’s outstanding debt issuances and will not add significant work to the Finance Department’s existing workplan.

NEXT STEPS

- On or before April 29, 2025: Competitive Sale of the 2025 Certificates – Competitive bids from underwriters will be submitted electronically to the City by means of the i-Deal Parity electronic bidding system (“PARITY”). The 2025 Certificates will be awarded to the bidder offering to purchase the 2025 Certificates at the lowest true interest cost (“TIC”). The final terms of the 2025 Certificates will be set forth in a Sale Certificate approved by the Interim

Chief Financial Officer or City Manager pursuant to the authority delegated to them in the Ordinance.

- May 15, 2025: Closing on the 2025 Certificates – Mayor and Chief Financial Officer will execute loan documents and the funds from the sale of the 2025 Certificates will be received.

ATTACHMENT(S)

- A. Proposed Parameter Emergency Ordinance 8691
- B. Draft Preliminary Official Statement (POS)

ORDINANCE 8691

AN EMERGENCY ORDINANCE AUTHORIZING THE FINANCING OF CERTAIN EXPENDITURES RELATING TO THE RENOVATION AND EXPANSION OF, AND ASSOCIATED SITE WORK AT THE CITY'S PAVILION BUILDING, AND IN CONNECTION THEREWITH AUTHORIZING THE SALE AND SUBSEQUENT LEASING OF THE PAVILION BUILDING AND THE EXECUTION AND DELIVERY BY THE CITY OF A DEED, A LEASE PURCHASE AGREEMENT, A MORTGAGE AND INDENTURE OF TRUST, A PRELIMINARY AND FINAL OFFICIAL STATEMENT, AND OTHER FINANCING DOCUMENTS; SETTING FORTH PARAMETERS AND RESTRICTIONS WITH RESPECT TO THE FINANCING; AUTHORIZING A COMPETITIVE SALE OF ONE OR MORE SERIES OF CERTIFICATES OF PARTICIPATION IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$100,000,000 AND APPROVING THE FORM OF NOTICE OF SALE; AUTHORIZING CITY OFFICIALS TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; RATIFYING ACTIONS PREVIOUSLY TAKEN; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Boulder (the "City"), in the County of Boulder and the State of Colorado (the "State"), is a municipal corporation duly organized and existing as a home rule city under Article XX of the Constitution of the State (the "Constitution") and the home rule charter of the City (the "Charter"); and

WHEREAS, the City has previously authorized and directed the creation of The Boulder Municipal Property Authority (the "Corporation"), a nonprofit corporation under the provisions of the Colorado Nonprofit Corporation Act, Articles 20 through 29, Title 7, Colorado Revised Statutes, pursuant to an ordinance duly and regularly adopted by the City Council of the City (the "Council"); and

WHEREAS, upon prior approval of a majority of the Council, the Corporation is authorized to borrow money, become indebted and execute and deliver bonds or other obligations for the purpose of acquiring such real or personal property, and for such other purposes as may be necessary to accomplish the objectives of the Corporation; such obligations may be either unsecured or secured by any mortgage, trust deed or other lien upon the property to be acquired or any other rights or interests of the Corporation; and

WHEREAS, pursuant to Section 2(b) of the Charter and Article XX of the Constitution, the City is authorized to purchase, receive, hold, lease, and enjoy or sell and dispose of real and personal property owned by the City and to enter into one or more leases for land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, the Council has determined that it is in the best interests of the City and its inhabitants to sell the existing building and the land thereon known as the Pavilion Building

1 (collectively, the “Leased Property”) to the Corporation to finance the renovation and expansion
 2 of, and associated site work at the City’s Pavilion Building, including any legally permitted costs
 3 and expenditures in connection therewith as part of the development of the Western City Campus
 4 (collectively, the “Project”) through the issuance of The Boulder Municipal Property Authority
 5 Certificates of Participation, Series 2025 (the “Series 2025 Certificates”); and

6 WHEREAS, in order to effect such financing, the City has determined that it is in the best
 7 interests of the City and its inhabitants to (a) transfer and convey the Leased Property to the
 8 Corporation pursuant to a deed or deeds prepared for such purpose (collectively, the “Deed”);
 9 (b) lease back the Corporation’s interest in the Leased Property pursuant to the terms of a Lease
 10 Purchase Agreement (the “Lease”), between the Corporation, as lessor and the City, as lessee;
 11 and (c) cause the issuance, execution and delivery of the Series 2025 Certificates by the
 12 Corporation pursuant to a Mortgage and Indenture of Trust, by and between the Corporation and
 13 U.S. Bank Trust Company National Association, as Trustee (the “Trustee”), which Series 2025
 14 Certificates shall evidence assignments of proportionate interest in rights to receive certain
 15 payments under the Lease; and

16 WHEREAS, the City’s obligation to pay Base Rentals and Additional Rentals (both as defined in
 17 the Lease) shall be from year to year only, subject to annual renewal by the City, and no
 18 provision of the Series 2025 Certificates, the Deed, the Indenture or the Lease shall be construed
 19 or interpreted (a) to directly or indirectly obligate the City to make any payment in any fiscal
 20 year in excess of amounts appropriated for such fiscal year or for any fiscal year for which the
 21 City has not renewed the Lease; (b) as creating a debt or multiple fiscal year direct or indirect
 22 debt or other financial obligation whatsoever of the City within the meaning of Article XI,
 23 Section 6 or Article X, Section 20 of the Constitution or any other Charter, constitutional or
 24 statutory limitation or provision; or (c) as a loan or pledge of the credit or faith of the City or as
 25 creating any responsibility by the City for any debt or liability of any person, company or
 corporation within the meaning of Article XI, Section 1 of the Constitution; and

WHEREAS, none of the Deed, the Lease, the Indenture, nor the execution and delivery of the
 Series 2025 Certificates shall directly or indirectly obligate the City to make any payments
 beyond those appropriated for any fiscal year during which the Lease shall be in effect; and

WHEREAS, the Corporation shall arrange for the sale of the Series 2025 Certificates by means
 of a competitive sale through the i-Deal Parity electronic bidding system, as the City through its
 Interim Chief Financial Officer or Chief Financial Officer (together, the “Chief Financial
 Officer”) shall direct; and the responsible bidder bidding the lowest actuarial yield on the Series
 2025 Certificates shall be the original purchaser of the Series 2025 Certificates, whose bid is in
 all cases to the best advantage of the City and the Corporation in accordance with Section 98 of
 the Charter; and

WHEREAS, there will be distributed in connection with the offering of the Series 2025
 Certificates, a Notice of Sale (the “Notice of Sale”), a Preliminary Official Statement (the
 “Preliminary Official Statement”) and a final Official Statement (the “Final Official Statement”)
 relating to the Series 2025 Certificates as approved by the Mayor, Chief Financial Officer or City
 Manager of the City; and

1 WHEREAS, the net proceeds of the Series 2025 Certificates are expected to be used to finance
 2 such capital expenditures for the Project, including an amount not-to-exceed \$20,000,000 for
 3 reimbursing the City for capital expenditures for the Project incurred or to be incurred
 4 subsequent to a period commencing 60 days prior to the date hereof, and ending prior to the later
 5 of 18 months of the date of such capital expenditures or the placing in service of the Project (but
 6 in no event more than 3 years after the date of the original expenditure of such moneys); and

7 WHEREAS, the Council hereby desires to declare its official intent, pursuant to 26 C.F.R. §
 8 1.150-2, to reimburse the City for such capital expenditures with the proceeds of the City's
 9 future tax-exempt borrowing; and

10 WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11,
 11 Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), provides
 12 that a public entity, including the City, may elect in an act of issuance to apply all or any of the
 13 provisions of the Supplemental Act; and

14 WHEREAS, there has been presented to the Council and are on file with the City Clerk the
 15 following: (i) the proposed form of the Deed; (ii) the proposed form of the Lease; (iii) the
 16 proposed form of the Indenture; (iv) the proposed form of the Continuing Disclosure
 17 Undertaking to be provided by the City (the "Continuing Disclosure Undertaking"); (v) the
 18 proposed form of Preliminary Official Statement; and (vi) the proposed form of Notice of Sale
 19 relating to the Series 2025 Certificates (set forth as Exhibit A hereto); and

20 WHEREAS, the Council is desirous of authorizing, approving and directing the execution of the
 21 agreements and instruments described above by the City and the Corporation and the
 22 transactions evidenced thereby;

23 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF
 24 BOULDER, COLORADO:

25 **Section 1. Ratification and Approval of Prior Actions.** All actions heretofore taken
 (not inconsistent with the provisions of this Ordinance) by the Council or the officers, employees
 and agents of the Council or the City, relating to the conveyance of the Leased Property to the
 Corporation, the execution and delivery of the Lease, the acquisition and implementation of the
 Project, and the execution and delivery of the Series 2025 Certificates by the Corporation are
 hereby ratified, approved and confirmed.

Section 2. Finding of Best Interests. The Council hereby finds and determines, pursuant
 to the Constitution and laws of the State of Colorado and the Charter, that the acquisition and
 implementation of the Project and the execution and delivery of the Series 2025 Certificates by the
 Corporation, the conveyance of the Leased Property to the Corporation and the leasing of all or a
 part of the same by the City from the Corporation, are necessary, convenient and in furtherance of
 the governmental purposes of the City and are in the best interests of the City and will contribute
 to the economic development of the City; and the Council hereby authorizes, approves and directs
 the accomplishment of the foregoing under the terms and provisions of the Deed, the Lease and the
 Indenture.

1 **Section 3. Supplemental Act; Parameters.** The Council hereby elects to apply all of the
 2 provisions of the Supplemental Act to the financing, and in connection therewith delegates to each
 3 of the Mayor, the City Manager or the Chief Financial Officer of the City the authority to make
 4 any determination delegable pursuant to Section 11-57-205(1)(a-i), Colorado Revised Statutes, in
 5 relation to the execution and delivery by the City of the Lease and the execution and delivery by
 6 the Corporation of the Indenture and the issuance of the Series 2025 Certificates, subject to the
 7 following parameters and restrictions:

8 a) the purchase price to be received by the City from the Corporation in
 9 exchange for the Leased Property shall not be less than \$96,000,000, which the Council hereby
 10 determines to be reasonable fair market value for such conveyance;

11 b) the maximum annual repayment amount of Base Rentals payable by the
 12 City pursuant to the Lease shall not exceed \$6,200,000;

13 c) the annual renewal term of Lease shall not extend beyond December 31,
 14 2064.

15 d) the aggregate principal amount of the Series 2025 Certificates shall not
 16 exceed \$100,000,000;

17 e) the Series 2025 Certificates shall bear interest at per annum rate or rates not
 18 to exceed 5.25% per annum; and

19 f) the Series 2025 Certificates shall mature no later than December 31, 2054.

20 Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to each of
 21 the Mayor, the City Manager or the Chief Financial Officer the independent authority to
 22 acknowledge a winning bidder certificate for the purchase of the Series 2025 Certificates
 23 generated by the i-Deal Parity electronic bidding system (“PARITY”) as a result of the
 24 competitive sale of the Series 2025 Certificates, and the authority to execute a sale certificate
 25 (the “Sale Certificate”) setting forth the final terms of the Lease and the Series 2025 Certificates
 subject to the parameters set forth above.

The Council hereby agrees and acknowledges that the proceeds of the Series 2025 Certificates
 will be used to finance the costs of the Project and to pay other costs of issuance.

20 **Section 4. Authorization of Competitive Bids.** The Series 2025 Certificates shall be,
 21 and the same hereby are ordered to be, sold based upon competitive bids to be received by the City
 22 on or about April 29, 2025; provided, however, that the Council hereby delegates to the Chief
 23 Financial Officer the authority to change the date or time of the public sale of the Series 2025
 24 Certificates to a later date or time (but not later than 180 days after final passage of this Bond
 25 Ordinance), if the Chief Financial Officer determines that such delay of the sale will maximize the
 likelihood of marketing the Series 2025 Certificates when market conditions are relatively
 favorable, or that it is necessary or desirable to provide additional time to finalize information or
 documentation relating to the Series 2025 Certificates. If there is such a change in sale date or
 time, appropriate changes may be made to the sale notice form set forth herein (or such changes
 may be posted electronically as described in such sale notice form); and corresponding changes

1 may also be made in dated dates of the Series 2025 Certificates and other documents and
2 instruments referred to herein. Bids for the Series 2025 Certificates must be submitted
3 electronically by means of PARITY in the manner described below. No other method of
submitting bids will be accepted.

4 **Section 5. Notice of Sale.** The Chief Financial Officer and the City Clerk are hereby
5 authorized and directed to provide for the publication of the Notice of Sale in *The Daily Camera*
6 at such times as they deem adequate to give reasonable notice of the proposed sale, but no less
7 than once after the date hereof and at least five (5) days prior to the sale date hereinabove
8 designated. The form of the Notice of Sale is hereby approved in substantially the form attached
9 hereto as Exhibit A, with such changes therein, including but not limited to changes in dates,
10 principal amounts and maturities and completions thereto, as the Chief Financial Officer shall
direct and shall deem to be in the best interest and to the best advantage of the City, the execution
of such notice by the Mayor and the Chief Financial Officer to indicate conclusively the approval
of any and all such changes. The Notice of Sale may be published in a condensed format sufficient
to give reasonable notice of the proposed sale of the Series 2025 Certificates, as such format may
be approved by the Chief Financial Officer after consultation with the Municipal Advisor.

11 **Section 6. Reimbursement.** The City shall, presently intends, and reasonably expects to
12 finance the Project in part with proceeds of tax-exempt bonds to be issued by the City at a later
13 date. All of the capital expenditures covered by this Ordinance will be made on and after the date
14 which is 60 days prior to the effective date of this Ordinance. The City presently intends and
15 reasonably expects to participate in a tax-exempt borrowing within 18 months of the date of the
16 expenditure of moneys on the Project or the date or dates upon which the Project are placed in
service, whichever is later (but in no event more than 3 years after the date of the original
expenditure of such moneys), and to allocate from said borrowing an amount not to exceed
\$20,000,000 of the proceeds thereof to reimburse the City for its expenditures in connection with
the Project.

17 **Section 7. Approval of Documents.** The Deed, the Lease and the Continuing Disclosure
18 Undertaking, in substantially the forms presented to the Council and on file with the City, are in
19 all respects approved, authorized and confirmed, and each of the Mayor, the City Manager or the
20 Chief Financial Officer are hereby independently authorized and directed for and on behalf of the
City to execute and deliver the Deed, the Lease, and the Continuing Disclosure Undertaking in
substantially the forms and with substantially the same contents as presented to the Council,
provided that such documents may be completed, corrected or revised as deemed necessary by the
parties thereto in order to carry out the purposes of this ordinance.

21 **Section 8. Approval of Corporation Documents.** The Council hereby approves the
22 execution and delivery by the Corporation of the Indenture and the Series 2025 Certificates in
23 accordance with the parameters set forth in Section 3. If for any reason the Series 2025 Certificates
are not issued in calendar year 2025, the name thereof may be changed to reflect 2026.

24 **Section 9. Approval of Official Statement and Notice of Sale.** The distribution and use
25 of the Preliminary Official Statement and Notice of Sale, in substantially the forms presented to
the Council, with such changes to as hereafter approved by the Mayor, the City Manager or the
Chief Financial Officer, are in all respects hereby ratified, approved and confirmed. The Mayor,

1 the City Manager and the Chief Financial Officer are independently authorized and directed to
 2 approve, on behalf of the City, a final Official Statement for use in connection with the offering
 3 and sale of the Certificates. The execution of a final Official Statement by the Mayor, the City
 4 Manager or the Chief Financial Officer shall be conclusively deemed to evidence the approval of
 5 the form and contents thereof by the City. The distribution by the purchaser of the Preliminary
 6 Official Statement and the final Official Statement to all interested persons in connection with the
 7 sale of the Series 2025 Certificates is hereby ratified, approved and authorized.

8 **Section 10. Authorization to Execute Collateral Documents.** The City Clerk is hereby
 9 authorized and directed to attest all signatures and acts of any official of the City in connection
 10 with the matters authorized by this ordinance and to place the seal of the City on any document
 11 authorized and approved by this ordinance. The Mayor, the City Manager, the Chief Financial
 12 Officer and the City Clerk and other appropriate officials or employees of the City are hereby
 13 authorized to execute and deliver for and on behalf of the City any and all additional certificates,
 14 documents, instruments and other papers, and to perform all other acts that they deem necessary
 15 or appropriate, in order to implement and carry out the transactions and other matters authorized
 16 by this ordinance. The appropriate officers of the City are authorized to execute on behalf of the
 17 City agreements concerning the deposit and investment of funds in connection with the
 18 transactions contemplated by this ordinance, and are specifically authorized and directed hereby
 19 to invest such funds in Permitted Investments as are defined and provided in the Indenture. The
 20 execution of any instrument by the aforementioned officers or members of the City Council shall
 21 be conclusive evidence of the approval by the City of such instrument in accordance with the terms
 22 hereof and thereof.

23 **Section 11. No General Obligation Debt.** No provision of this ordinance, the Deed, the
 24 Lease, the Indenture, the Series 2025 Certificates, the Notice of Sale, the Preliminary Official
 25 Statement, or the final Official Statement shall be construed as creating or constituting a general
 obligation or other indebtedness or multiple fiscal year financial obligation of the City within the
 meaning of any constitutional, statutory or home rule charter provision, nor a mandatory charge or
 requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The
 City shall have no obligation to make any payment with respect to the Series 2025 Certificates
 except in connection with the payment of the Base Rentals (as defined in the Lease) and certain
 other payments under the Lease, which payments may be terminated by the City in accordance
 with the provisions of the Lease. Neither the Lease nor the Series 2025 Certificates shall constitute
 a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current
 fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal
 year financial obligation of the City within the meaning of any constitutional, statutory or Charter
 debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other
 financial obligation whatsoever. Neither the Lease nor the Series 2025 Certificates shall directly
 or indirectly obligate the City to make any payments beyond those budgeted and appropriated for
 the City's then current fiscal year.

23 **Section 12. Reasonableness of Rentals.** The Council hereby determines and declares
 24 that the Base Rentals due under the Lease, in the maximum amounts authorized pursuant to Section
 25 3 hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable
 amount so as to place the City under an economic compulsion to renew the Lease or to exercise
 its option to purchase the Corporation's fee title interest in the Leased Property pursuant to the

1 Lease. The Council hereby determines and declares that the period during which the City has an
2 option to purchase the Corporation's fee title interest in the Leased Property (i.e., the entire
3 maximum term of the Lease) does not exceed the useful life of the Leased Property. The Council
4 hereby further determines that the purchase price to be received by the City from the sale and
5 conveyance of the Leased Property to the Corporation is reasonable consideration therefor.

6 **Section 13. City Representatives.** The Council hereby authorizes each of the Mayor, the
7 City Manager and the Chief Financial Officer to act as City Representatives under the Lease, or
8 such other person or persons who may be so designated in writing from time to time by the Mayor,
9 as further provided in the Lease.

10 **Section 14. No Recourse against Officers and Agents.** Pursuant to Section 11-57-209
11 of the Supplemental Act, if a member of the City Council, or any officer or agent of the City acts
12 in good faith, no civil recourse shall be available against such member, officer, or agent for
13 payment of the principal, interest or prior redemption premiums on the Series 2025 Certificates.
14 Such recourse shall not be available either directly or indirectly through the City Council or the
15 City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of
16 penalty, or otherwise. By the acceptance of the Series 2025 Certificates and as a part of the
17 consideration of their sale or purchase, any person purchasing or selling such certificate
18 specifically waives any such recourse.

19 **Section 15. Repealer.** All bylaws, orders, resolutions and ordinances of the City, or parts
20 thereof, inconsistent with this ordinance or with any of the documents hereby approved are hereby
21 repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving
22 any bylaw, order, resolution or ordinance of the City, or part thereof, heretofore repealed. All rules
23 of the City Council, if any, which might prevent the final passage and adoption of this ordinance
24 as an emergency measure at this meeting of the City Council be, and the same hereby are,
25 suspended.

Section 16. Severability. If any section, subsection, paragraph, clause or provision of this
ordinance or the documents hereby authorized and approved (other than provisions as to the
payment of Base Rentals by the City during the annual renewal term of Lease, provisions for the
quiet enjoyment of the Leased Property by the City during the annual renewal term of Lease and
provisions for the conveyance of the Leased Property to the City under the conditions provided in
the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or
unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of
the remaining provisions of this ordinance or such documents, the intent being that the same are
severable.

Section 17. Charter Controls. Pursuant to Article XX of the Constitution and the
Charter, all State statutes that might otherwise apply in connection with the provisions of this
ordinance are hereby superseded to the extent of any inconsistencies or conflicts between the
provisions of this ordinance and the Sale Certificate authorized hereby and such statutes. Any
such inconsistency or conflict is intended by the Council and shall be deemed made pursuant to
the authority of Article XX of the Constitution and the Charter.

1 **Section 18. Recordation and Publication.** This Ordinance, immediately on its final
2 passage, shall be recorded in the City’s Ordinance Record kept for that purpose, authenticated by
3 the Mayor and the Clerk, and shall be published by title only in The Daily Camera, a daily
4 newspaper printed, published and of general circulation in the City, in accordance with the
5 provisions of the Charter of the City.

6 **Section 19. Emergency and Effective Date.** Due to fluctuations in municipal bond prices
7 and interest rates and currently favorable interest rates, and due to the need to establish with
8 certainty the City’s ability to finance the Project, it is hereby declared that, in the opinion of the
9 Council, an emergency exists, this Ordinance is necessary for the preservation of the public peace,
10 health and property of the City and its inhabitants and shall be in full force and effect upon its
11 passage.

12
13 INTRODUCED, READ ON FIRST READING AND ADOPTED AS AN EMERGENCY
14 MEASURE BY A TWO-THIRDS VOTE OF THE COUNCIL MEMBERS PRESENT AND
15 ORDERED PUBLISHED BY TITLE THIS 20th DAY OF MARCH 2025.

16 [CITY SEAL]

17
18
19
20
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22
23
24
25

Mayor

Attest:

City Clerk

DRAFT – 03/03/2025

PRELIMINARY OFFICIAL STATEMENT DATED APRIL 20, 2025

NEW ISSUE
BOOK-ENTRY ONLY

RATING: “ ”
See “RATING”

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance by the City and the Trustee with certain covenants, the portion of the Base Rentals allocable to the Certificates paid by the City which is designated and paid as interest, as provided in the Lease, and received by the Owners of the Certificates (the “Interest Portion”), is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The Interest Portion may affect the federal alternative minimum tax imposed on certain corporations. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent the Interest Portion is excludable from gross income for federal income tax purposes, such Interest Portion is excludable from Colorado taxable income and Colorado alternative minimum taxable income. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS” herein.

\$100,000,000*

**THE BOULDER MUNICIPAL PROPERTY AUTHORITY
CERTIFICATES OF PARTICIPATION, SERIES 2025**

**Evidencing Proportionate Interests in the Base Rentals and other Revenues under an
Annually Renewable Lease Purchase Agreement dated as of May 1, 2025,
between THE BOULDER MUNICIPAL PROPERTY AUTHORITY, as lessor, and
THE CITY OF BOULDER, COLORADO, as lessee**

Dated: Date of Delivery

Due: November 1, as shown herein

The Boulder Municipal Property Authority Certificates of Participation, Series 2025 (the “Certificates”) evidence a proportionate interest in the base rentals and other revenues under a Lease Purchase Agreement dated as of May 1, 2025 (the “Lease”), entered into between The Boulder Municipal Property Authority, as lessor (the “Corporation”), and the City of Boulder, Colorado, as lessee (the “City”). The Certificates are being executed and delivered pursuant to a Mortgage and Indenture of Trust dated as of May 1, 2025 (the “Indenture”), between the Corporation, as grantor, and U.S. Bank National Association, as trustee (the “Trustee”), pursuant to which the rights, title and interest of the Corporation in, to and under the Lease have been assigned to the Trustee.

The Certificates are issued as fully registered certificates in denominations of \$5,000 or any integral multiple thereof and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which is acting as the securities depository for the Certificates. Purchases of the Certificates are to be made in book-entry form only. Purchasers will not receive certificates representing their beneficial ownership interest in the Certificates. See “THE CERTIFICATES--Book-Entry Only System.” The Certificates bear interest at the rates set forth herein, payable on May 1 and November 1 of each year, commencing on November 2025, to and including the maturity dates shown herein (unless the Certificates are redeemed earlier), payable to the registered owner of the Certificates,

* Subject to change.

initially Cede & Co. The principal of the Certificates will be payable upon presentation and surrender at the Trustee. See “THE CERTIFICATES.”

The Certificates are subject to redemption prior to maturity at the option of the City as described in “THE CERTIFICATES--Redemption Provisions.” At the option of the winning bidder, certain Certificates may also be subject to mandatory sinking fund redemption. The Certificates are also subject to mandatory redemption upon the occurrence of certain events, including an Event of Nonappropriation or an Event of Default under the Lease, as described in “THE CERTIFICATES--Redemption Provisions - Mandatory Redemption in Whole upon the Occurrence of Certain Events.”

The proceeds from the issuance of the Certificates will be used to: (i) finance the renovation and expansion of, and associated site work at the City’s Pavilion Building and (ii) pay the costs of issuing the Certificates. See “SOURCES AND USES OF FUNDS.”

Neither the Lease nor the Certificates constitute a general obligation, a multiple fiscal year direct or indirect debt or other financial obligation or indebtedness of the City within the meaning of any constitutional or statutory debt limitation. None of the Lease, the Indenture or the Certificates directly or indirectly obligates the City to make any payments beyond those appropriated for any fiscal year in which the Lease may be in effect. Except to the extent payable from the proceeds of the Certificates and income from the investment thereof, from the net proceeds of any performance or payment bond, net proceeds of insurance (including self-insurance), net proceeds of condemnation awards, or from net proceeds from exercising certain remedies under the Lease or from other amounts made available under the Indenture, the Certificates are payable during the lease term solely from Base Rentals payable to the Trustee under the Lease and the income from certain investments under the Indenture. All payment obligations of the City under the Lease are from year to year only. The Lease is subject to annual renewal by the City. Upon termination of the Lease, the Certificates will be payable solely from moneys, if any, held by the Trustee under the Indenture and any amounts resulting from the exercise of various remedies by the Trustee under the Lease and the Indenture, all as more fully described herein.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision and should give particular attention to the section entitled “CERTAIN RISK FACTORS.”

The Certificates are offered when, as, and if issued by the City and accepted by the Underwriter subject to the approval of legality of the Certificates by Kutak Rock LLP, Denver, Colorado, Bond Counsel, and the satisfaction of certain other conditions. Butler Snow LLP, Denver, Colorado, has acted as special counsel to the City in connection with the Official Statement. Certain legal matters will be passed upon for the City by the City Attorney. Hilltop Securities Inc., Denver, Colorado, is acting as Municipal Advisor to the City. It is expected that the Certificates will be available for delivery through the facilities of DTC, on or about May 15, 2025.*

* Subject to change.

MATURITY SCHEDULE*
(CUSIP© 6-DIGIT ISSUER NUMBER: _____)

\$100,000,000*
CERTIFICATES OF PARTICIPATION, SERIES 2025

<u>Maturing (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>CUSIP© Issue Number</u>	<u>Maturing (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>CUSIP© Issue Number</u>
2025					2040				
2026					2041				
2027					2042				
2028					2043				
2029					2044				
2030					2045				
2031					2046				
2032					2047				
2033					2048				
2034					2049				
2035					2050				
2036					2051				
2037					2052				
2038					2053				
2039					2054				

* Subject to change.

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 Item 3D - BMPA COP Ordinance 8691

USE OF INFORMATION IN THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, the inside cover page and the appendices, does not constitute an offer to sell or the solicitation of an offer to buy any of the Certificates in any jurisdiction in which it is unlawful to make such offer, solicitation, or sale. No dealer, salesperson, or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement in connection with the offering of the Certificates, and if given or made, such information or representations must not be relied upon as having been authorized by the City. The City maintains an internet website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision.

The information set forth in this Official Statement has been obtained from the City and from the sources referenced throughout this Official Statement, which the City believes to be reliable. No representation is made by the City, however, as to the accuracy or completeness of information provided from sources other than the City. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions, or that they will be realized.

The information, estimates, and expressions of opinion contained in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Certificates shall, under any circumstances, create any implication that there has been no change in the affairs of the City, or in the information, estimates, or opinions set forth herein, since the date of this Official Statement.

This Official Statement has been prepared only in connection with the original offering of the Certificates and may not be reproduced or used in whole or in part for any other purpose.

The Certificates have not been registered with the Securities and Exchange Commission due to certain exemptions contained in the Securities Act of 1933, as amended. The Certificates have not been recommended by any federal or state securities commission or regulatory authority, and the foregoing authorities have neither reviewed nor confirmed the accuracy of this document.

THE PRICES AT WHICH THE CERTIFICATES ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS. IN ORDER TO FACILITATE DISTRIBUTION OF THE CERTIFICATES, THE UNDERWRITER MAY ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICE OF THE CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

CITY OF BOULDER, COLORADO

CITY COUNCIL

Aaron Brockett, Mayor
Lauren Folkerts, Mayor Pro Tem
Mark Wallach, Council Member
Matt Benjamin, Council Member
Nicole Speer, Council Member
Tina Marquis, Council Member
Taishya Adams, Council Member
Tara Winer, Council Member
Ryan Schuchard, Council Member

CITY OFFICIALS

Nuria Rivera-Vandermyde, City Manager
Teresa Taylor Tate, City Attorney
Joel Wagner, Interim Chief Financial Officer

BOND COUNSEL

Kutak Rock LLP
Denver, Colorado

SPECIAL COUNSEL

Butler Snow LLP
Denver, Colorado

REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Denver, Colorado

MUNICIPAL ADVISOR

Hilltop Securities Inc.
Denver, Colorado

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NOTE: Tables marked with an (*) indicate Annual Financial Information to be updated pursuant to SEC Rule 15c2-12, as amended. See Appendix D - Form of Continuing Disclosure Undertaking.

The information to be updated may be reported in any format chosen by the City; it is not required that the format reflected in this Official Statement be used in future years.

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OFFICIAL STATEMENT

\$100,000,000*

**THE BOULDER MUNICIPAL PROPERTY AUTHORITY
CERTIFICATES OF PARTICIPATION, SERIES 2025**

**Evidencing Proportionate Interests in the Base Rentals and other Revenues under an
Annually Renewable Lease Purchase Agreement dated as of May __, 2025,
between THE BOULDER MUNICIPAL PROPERTY AUTHORITY, as lessor, and THE
CITY OF BOULDER, COLORADO, as lessee**

INTRODUCTION

General

This Official Statement, including the cover page, inside cover page and appendices, is furnished in connection with the execution, delivery and sale of The Boulder Municipal Property Authority Certificates of Participation, Series 2025, in the aggregate principal amount of \$100,000,000* (the “Certificates”), each evidencing proportionate interests in the base rentals and other revenues under an annually renewable Lease Purchase Agreement dated as of May __, 2025 (the “Lease”), entered into between The Boulder Municipal Property Authority, as lessor (the “Corporation”), and the City of Boulder, Colorado, as lessee (the “City”). The Certificates are being executed and delivered pursuant to a Mortgage and Indenture of Trust dated as of May __, 2025 (the “Indenture”), between the Corporation, as grantor, and U.S. Bank National Association, as trustee (the “Trustee”), pursuant to which the rights, title and interest of the Corporation in, to and under the Lease have been assigned to the Trustee. Certain of the capitalized terms used herein and not otherwise defined are defined in Appendix B to this Official Statement, which contains the forms of the Lease and the Indenture.

The offering of the Certificates is made only by way of this Official Statement, which supersedes any other information or materials used in connection with the offer or sale of the Certificates. The following introductory material is only a brief description of and is qualified by the more complete information contained throughout this Official Statement. A full review should be made of the entire Official Statement and the documents summarized or described herein, particularly the section entitled “CERTAIN RISK FACTORS.” Detachment or other use of this “INTRODUCTION” without the entire Official Statement, including the cover page, inside cover page and appendices, is unauthorized.

The City

The City is a municipal corporation duly organized and existing under the laws of the State of Colorado. In particular, the City is a home rule city and adopted a charter pursuant to Article XX of the Colorado Constitution by vote of the electorate on October 30, 1917 (the “City Charter”). The City is located in north central Colorado, approximately 25 miles northwest of Denver. The City is situated at the base of the foothills of the Front Range of the Rocky Mountains at an altitude of 5,354 feet. The City encompasses 25 square miles, and is the county seat of Boulder County, Colorado (the “County”). The City’s estimated population is approximately 107,000 persons See “THE CITY.”

* Subject to change.

The Corporation

The Corporation was formed in 1988 as a Colorado nonprofit corporation to facilitate City financings, including but not limited to, the acquisition of real estate, property and improvements for lease to the City. In the Indenture, the Corporation assigns its rights and interests under the Lease to the Trustee for the benefit of the registered owners of the Certificates (the “Owners”). The Corporation is not financially liable for, and will not make, any Lease payments; accordingly, neither the Owners nor the Beneficial Owners (defined in Appendix C - Book-Entry Only System) will have the right to look to the Corporation for any payment of the Certificates, the interest thereon, or for any other payments. See “THE CORPORATION.”

Purpose

The proceeds from the issuance of the Certificates will be used to: (i) finance the construction of new City-wide dark fiber backbone infrastructure and other costs (the “Project”); and (ii) pay the costs of issuing the Certificates. See “SOURCES AND USES OF FUNDS--The Project.”

The Certificates; Prior Redemption

The Certificates are issued solely as fully registered certificates in the denomination of \$5,000, or any integral multiple thereof. The Certificates are dated as of their date of delivery and mature and bear interest (calculated based on a 360-day year consisting of twelve 30-day months) as set forth on the inside cover page hereof. The payment of principal and interest on the Certificates is described in “THE CERTIFICATES--Payment Provisions.” The Certificates initially will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which is acting as the securities depository for the Certificates. Purchases of the Certificates are to be made in book-entry form only. Purchasers will not receive certificates representing their beneficial ownership interest in the Certificates. See “THE CERTIFICATES--Book-Entry Only System.”

The Certificates are subject to redemption prior to maturity at the option of the City as described in “THE CERTIFICATES--Redemption Provisions.” At the option of the winning bidder, certain Certificates may also be subject to mandatory sinking fund redemption. See the Notice of Sale dated August 28, 2019.

The Certificates are also subject to mandatory redemption upon the occurrence of certain events, including an Event of Nonappropriation or an Event of Lease Default, as described in “THE CERTIFICATES--Redemption Provisions - Mandatory Redemption in Whole upon the Occurrence of Certain Events.”

The Leased Property

General. At the time of execution and delivery of the Certificates, the Trustee will use a portion of the proceeds of the Certificates to purchase the Leased Property (defined and described in more detail below). The City will lease the Leased Property from the Trustee pursuant to the Lease.

“Leased Property” means the buildings, the site improvements, fixtures and the real property described below, less any property condemned or replaced as provided in the Lease, plus any real property substituted pursuant to the Lease.

The Leased Property. Initially, the Leased Property consists of the following City building and associated land: the Pavilion Building.

The Pavilion Building. The Pavilion Building is an existing 51,000 square foot original constructed in 1991 that has been fully deconstructed down to the concrete structure, exterior walls and roof. A 64,000 square foot addition will be constructed upon the Leased Property that will result in a 115,000 square foot, high energy performing, all-electric modern civic office building. The Pavilion Building sits on a 1.19-acre lot and is presently zoned “Public,” which includes public areas in which public and semi-public facilities and uses are located, including governmental and educational uses. The Pavilion Building is in the 100-year floodplain but will be out of the flood plain following completion of construction. Upon completion of construction, the Pavilion Building will house most City department office workers and the ground level will provide centralized City customer services for the community and public meeting spaces.

Security for the Certificates; Termination of Lease

General. The Certificates and the interest thereon are payable solely from certain revenues (the “Lease Revenues”) received under the Lease, which include: (a) all amounts payable by or on behalf of the City or with respect to the Leased Property (defined below) pursuant to the Lease including, but not limited to, all Base Rentals, the Purchase Option Price and Net Proceeds, all other revenues derived from the Lease, and any other moneys to which the Trustee may be entitled for the benefit of the Owners but not including Additional Rentals (all as defined in Appendix B).

At the time of execution and delivery of the Certificates, the City will sell the Leased Property (defined below) to the Corporation and the Corporation will lease the Leased Property back to the City pursuant to the terms of the Lease.

Under the Indenture, the Trustee, for the benefit of the Owners of the Certificates, is to receive Base Rentals payable by the City under the Lease. The amount and timing of the Base Rentals are designed to provide sufficient money to the Trustee to pay the principal of and interest on the Certificates when due. The Trustee is to deposit to the Debt Service Fund created under the Indenture all amounts payable by or on behalf of the City or with respect to the Leased Property pursuant to the Lease, including all Base Rentals, the Purchase Option Price and Net Proceeds (but not Additional Rentals). See Appendix B – Certain Definitions and Document Summaries.

Sources of Payment of Base Rentals. Payment of Base Rentals and Additional Rentals by the City constitute currently appropriated expenditures of the City and may be paid from any legally available funds of the City, and no City revenues are specifically pledged to such payments. See “CITY FINANCIAL AND DEB STRUCTURE.”

Neither the Lease nor the Certificates constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional or statutory debt limitation. Neither the Certificates nor the Lease will directly or indirectly obligate the City to make any payments other than those which may be appropriated by the City for each fiscal year.

Neither the Trustee nor the Corporation has any obligation to and will not make any payments on the Certificates pursuant to the Lease or otherwise.

Termination of Lease; Annual Appropriation. The Lease constitutes a one-year lease of the Leased Property which is annually renewable for additional one-year terms as described in the Lease. The City must take action annually in order to renew the Lease term for another year. If the City fails to take such action, the Lease automatically will be terminated. The City's decision to terminate its obligations under the Lease will be determined by the failure of the City Council of the City (the "Council") to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals scheduled to be paid and all Additional Rentals estimated to be payable in the next ensuing Fiscal Year. The officer of the City who is responsible for formulating budget proposals is directed under the Lease to include in the annual budget proposal submitted to the City Council, in any year in which the Lease is in effect, items for all payments required under the Lease for the ensuing Renewal Term until such time, if any, as the City may determine to not renew and terminate the Lease. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of the City that any decision to effect an Appropriation for the Base Rentals and Additional Rentals shall be made solely by the City Council, in its sole discretion, and not by any other department, agency or official of the City, as further provided in the Lease.

As described above, the City may determine to continue or to terminate its obligations under the Lease on an annual basis. However, any decision by the City must be made as to all of the Leased Property then subject to the Lease. Accordingly, should the City decide not to appropriate funds in any year, the City will relinquish its rights to all of the Leased Property then subject to the Lease.

If on or before the December 31 prior to the beginning of any Fiscal Year of the City, the City fails to budget and appropriate sufficient funds to pay all Base Rentals and all reasonably estimated Additional Rentals, the City will be considered to have terminated the Lease (subject to certain waiver and cure provisions). Upon termination of the City's obligations under the Lease, the Trustee may proceed to exercise certain remedies under the Lease and the Indenture, including the leasing of the Leased Property or the sale, liquidation or disposal of the Leased Property, or take one or any combination of the steps described in the Lease. *See Appendix B – Certain Definitions and Document Summaries.* The net proceeds of any such disposition are required to be applied by the Trustee toward the payment of the Certificates.

Additional Certificates. The Indenture permits the issuance of Additional Certificates with and without approval of the Owners of the Certificates under the circumstances described in "SECURITY FOR THE CERTIFICATES – Additional Certificates."

Substitution of Leased Property. The Trustee shall release any portion of the Leased Property, and shall execute all documents necessary or appropriate to reconvey such portion of the Leased Property to the City, free of all restrictions and encumbrances imposed or created by the Lease or the Indenture, upon receipt by the Trustee of the following: (a) a written request of the City Representative for such reconveyance, describing the portion of the Leased Property to be reconveyed; (b) a certificate of the City Representative certifying (i) the fair market value of the portion of the Leased Property to be reconveyed and of any real property to be substituted for the portion of the Leased Property to be released; (ii) the disposition to be made of the portion of the Leased Property to be reconveyed and the consideration, if any, to be received therefor; (iii) that the disposition of the portion of the Leased Property to be reconveyed and the substitution therefor of the real property to be substituted for the portion of the Leased Property to be released (if any) will not materially adversely affect the ability of the City to operate the Leased Property or to fulfill its obligations under this Lease; (iv) that any real property to be substituted for the portion of the Leased Property to be reconveyed is necessary or useful to the operation of the Leased Property; and (v) that the fair market value of any real property to be substituted for

the portion of the Leased Property to be reconveyed, together with cash to be paid by the City to the Trustee, if any, is at least equal to the fair market value of the portion of the Leased Property to be reconveyed; (c) appraisals of the fair market value of the portion of the Leased Property to be reconveyed and any real property to be substituted for the portion of the Leased Property to be reconveyed, respectively, by a certified general appraiser licensed as such in the State; and (d) supplements and amendments to the Lease and the Indenture and any other documents necessary to subject any real property to be substituted for the portion of the Leased Property to be reconveyed to the lien of the Indenture.

Professionals

Kutak Rock LLP, Denver, Colorado, has acted as Bond Counsel in connection with the execution and delivery of the Certificates. Butler Snow, LLP, Denver, Colorado, has acted as special counsel to the City in connection with this Official Statement. Certain legal matters will be passed on for the City by the City Attorney. U.S. Bank National Association will act as the Trustee, paying agent and registrar for the Certificates. The basic financial statements of the City included in this Official Statement as Appendix A have been audited by CliftonLarsenAllen LLP, Certified Public Accountants, Broomfield, Colorado. See “INDEPENDENT AUDITORS.” Hilltop Securities Inc., Denver, Colorado, is acting as the Municipal Advisor to the City (the “Municipal Advisor”).

Tax Status

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance by the City, the Corporation and the Trustee with certain covenants, the portion of the Base Rentals allocable to the Certificates paid by the City which is designated and paid as interest, as provided in the Lease, and received by the Owners of the Certificates (including any original issue discount properly allocable to the Owners of a Certificate) (the “Interest Portion”), is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The Interest Portion may affect the federal alternative minimum tax imposed on certain corporations. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent the Interest Portion is excludable from gross income for federal income tax purposes, such Interest Portion is excludable from Colorado taxable income and Colorado alternative minimum taxable income. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS” herein and the form of opinion of Bond Counsel attached hereto as APPENDIX E.

Continuing Disclosure Undertaking

The City will enter into a continuing disclosure undertaking (the “Disclosure Undertaking”) at the time of the closing for the Certificates. The Disclosure Undertaking will be executed for the benefit of the beneficial owners of the Certificates and the City will covenant in the Lease to comply with its terms. The Disclosure Undertaking will provide that so long as the Certificates remains outstanding, the City will provide the following information to the Municipal Securities Rulemaking Board, through the Electronic Municipal Market Access (“EMMA”) system: (i) annually, certain financial information and operating data; and (ii) notice of the occurrence of certain material events; each as specified in the Disclosure Undertaking. The form of the Disclosure Undertaking is attached hereto as Appendix D.

The City has procedures in place to assist with compliance with its continuing disclosure undertakings in the future.

Additional Information

This introduction is only a brief summary of the provisions of the Certificates, the Lease, the Indenture and the Project; a full review of the entire Official Statement should be made by potential investors. Brief descriptions of the Certificates, the Lease, the Indenture and the City are included in this Official Statement. All references herein to the Certificates, the Lease, the Indenture and other documents are qualified in their entirety by reference to such documents. *This Official Statement speaks only as of its date and the information contained herein is subject to change.*

Additional information and copies of the documents referred to herein are available from the City and the Financial Advisor:

City of Boulder, Colorado
Attn: Finance Department
1136 Alpine
Boulder, Colorado 80302
Telephone: (303) 441-3040

Hilltop Securities Inc.
8055 East Tufts Avenue, Suite 350
Denver, Colorado 80237
Telephone: (303) 771-0217.

CERTAIN RISK FACTORS

Investment in the Certificates involves certain risks. Each prospective investor in the Certificates is encouraged to read this Official Statement in its entirety and to give particular attention to the factors described below which could affect the payment of rentals under the Lease and could affect the market price of the Certificates to an extent that cannot be determined at this time. The factors set forth below are not intended to provide an exhaustive list of the risks associated with the purchase of the Certificates.

Nonappropriation

Prospective purchasers of the Certificates must look to the ability of the City to pay Base Rentals pursuant to the Lease; such Base Rentals will provide funds for payment of principal and interest on the Certificates. The City is not obligated to pay Base Rentals or Additional Rentals under the Lease unless funds are budgeted and appropriated for such rentals by the City each year. If, prior to December 31 of each year, the City Council does not budget and appropriate amounts sufficient to pay all Base Rentals for the next Fiscal Year, and to pay such Additional Rentals as are estimated to become due for the ensuing Fiscal Year, an “Event of Nonappropriation” occurs. If an Event of Nonappropriation occurs, the City will not be obligated to make payment of the Base Rentals or Additional Rentals which accrue after the last day of the Initial or Renewal Term during which such Event of Nonappropriation occurs.

Various political, legal and economic factors could lead to the nonappropriation of sufficient funds to make the payments under the Lease, and prospective investors should carefully consider any factors which may influence the budgetary process. There is no assurance that the City Council will appropriate sufficient funds to renew the Lease each year and the City has no obligation to do so. In addition, the ability of the City to maintain adequate revenues for its operations and obligations in general (including obligations associated with the Lease) is dependent upon several factors outside the City’s control, such as the economy, collections of sales and use tax and changes in law. *See “LEGAL MATTERS--Certain Constitutional Limitations,” “SECURITY FOR THE CERTIFICATES,” and “CITY FINANCIAL AND DEB STRUCTURE.”*

The obligation of the City to pay Base Rentals and Additional Rentals is limited to those City funds that are specifically budgeted and appropriated annually by the City Council for such purpose. The Lease directs the officer of the City who is charged with the responsibility of formulating budget proposals to include, in the annual budget proposals submitted to the City Council, items for all payments required under the Lease for the ensuing Fiscal Year, until such time (if any) as the City Council determines that it will not renew the Lease. The Lease provides that it is the intention of the City Council that any decision not to renew the Lease is to be made solely by the City Council and not by any other official of the City. *See Appendix B – Certain Definitions and Document Summaries – The Lease – Nonappropriation by the City.”*

Effect of Termination of the Lease Term

In the event of termination of the City’s obligations under the Lease upon the occurrence of an Event of Nonappropriation or an Event of Default, the City is required to vacate and surrender the Leased Property. Whenever any Event of Default has happened and is continuing, the Trustee, acting for the Corporation, may, without any further demand or notice take one or any combination of the following remedial steps: (a) terminate the Lease Term and give notice to the City to immediately vacate the real property included in the Leased Property, in the manner provided in the Lease;(b) foreclose through the courts on or otherwise sell or lease its

interest in all or any portion of the Leased Property; (c) recover from the City: (i) the portion of Base Rentals and Additional Rentals payable pursuant to the Lease; and (ii) the portion of Base Rentals and Additional Rentals for the then current Fiscal Year that has been specifically appropriated by the City Council of the City, regardless of when the City vacates the Leased Property; (d) enforce any provision of the Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under the Lease by specific performance, writ of mandamus or other injunctive relief; and (e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under the Lease, subject, however, to the limitations on the obligations of the City and the Corporation set forth in the Lease.

A potential purchaser of the Certificates should not assume that the amount of money received by the Trustee upon the exercise of its rights under the Lease and the Indenture after a termination of the Lease Term will be sufficient to pay the aggregate principal amount of the Certificates then outstanding plus accrued interest thereon.

IF THE CERTIFICATES ARE REDEEMED SUBSEQUENT TO A TERMINATION OF THE LEASE TERM FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST THEREON, SUCH PARTIAL PAYMENT WILL BE DEEMED TO CONSTITUTE A REDEMPTION IN FULL OF THE CERTIFICATES PURSUANT TO THE INDENTURE; AND UPON SUCH A PARTIAL PAYMENT, NO OWNER OF ANY CERTIFICATE WILL HAVE ANY FURTHER CLAIMS FOR PAYMENT UPON THE TRUSTEE OR THE CITY.

No Reserve Fund

The Certificates are not secured by a reserve fund. If an Event of Default under the Lease or an Event of Nonappropriation occurs, the Trustee will not have access to reserve fund moneys to pay the costs associated with exercising its remedies or operating and maintaining the property prior to the exercise of its remedies (including the payment of any required property taxes) or to pay principal or interest on the Certificates.

Existing and Additional Obligations Payable from Legally Available Revenues

The City has numerous other obligations outstanding that are paid from legally available revenues in the General Fund. Those obligation that are payable from legally available revenues of the City may reduce the amount of revenues legally available to pay Base Rentals under the Lease. See “CITY FINANCIAL AND DEBT STRUCTURE” for a description of the obligations payable from legally available revenues in the General Fund.

Factors That Could Impact Value of Property if Lease is Terminated

General. During the term of the Lease, the Corporation will retain title to the Lease Property. Upon the termination of the Lease, the Trustee will have the right to use and possession of the Leased Property. However, a potential purchaser of the Certificates should not assume that it will be possible for the Trustee to lease the Leased Property or otherwise sell or dispose of its interest in the Leased Property, or any portion thereof, for an amount equal to the aggregate principal amount of the Certificates then outstanding, plus accrued interest thereon, or that such leasing or disposal can be accomplished in time to pay any installment of principal or interest on the Certificates when due.

Current Uses of Property; Restrictions; Valuation.

There is no assurance that the current level of value of the Leased Property will continue in the future and there is no guarantee that the Trustee will be able to lease or otherwise sell or dispose of the Leased Property in an amount equal to the amount of the outstanding Certificates.

(Once we have title policy may need to address any zoning or restrictions.)

Construction Risk. Construction of the Project will be financed with the net proceeds of the Certificates. There is no assurance that the Project can be completed with the net proceeds of the Certificates or within the budget proposed by the City. *See "SOURCES AND USES OF FUNDS--The Project."* As with all construction projects, there are risks associated with construction, including, but not limited to, delays in issuance of required building permits or other necessary approvals or permits, strikes, labor disputes, shortages of materials and/or labor, increased costs in materials and/or labor, transportation delays, adverse weather conditions, fire, floods, casualties, acts of God, adverse conditions not reasonably anticipated or other causes beyond the control of the City or its contractors. Although the City believes it has accurately estimated the costs of the Project, costs overruns may occur due to change orders, various delays and other factors, including currently supply chain and economic conditions resulting in increased costs. Should this occur, the City could require the issuance of Additional Certificates, which would dilute the revenues available to pay Base Rentals. *See "SECURITY FOR THE CERTIFICATES – ADDITIONAL CERTIFICATES."* Further, if the Project is not completed for any reason, or is downsized or partially completed, the Trustee may not be able to lease the Leased Property or otherwise sell or dispose of its interest in the Leased Property for an amount equal to the aggregate principal amount of the Certificates then outstanding, plus accrued interest.

Enforceability of Remedies; Liquidation Delays

Under the Lease, the Trustee has the right to take possession of and dispose of the Leased Property upon an Event of Nonappropriation or an Event of Default and a termination of the Lease. However, the enforceability of the Lease is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, and the police powers of the City. Because of the use of certain of the Leased Property by the City for the public welfare, a court in any action brought to enforce the remedy of the Trustee to lease or dispose of the Leased Property may delay disposal of the Leased Property for an indefinite period, even though the City may have terminated the Lease or be in default thereunder. As long as the Trustee is unable to exercise its remedies with respect to the Leased Property as permitted under the Lease and the Indenture, it will be unable to redeem or pay the Certificates except from funds otherwise available to the Trustee under the Indenture. *See "SECURITY FOR THE CERTIFICATES."*

Effect of Termination on Exemption from Registration

Bond Counsel has specifically disclaimed any opinion as to the effect that termination of the Lease may have upon the treatment for federal or State income tax purposes of amounts received by the registered owners of the Certificates. There is no assurance that any amounts representing interest received by the registered owners of the Certificates after termination of the Lease as a consequence of an Event of Nonappropriation or an Event of Default will be excludable from gross income under federal or State laws. In view of past private letter rulings by the United States Department of Treasury, registered owners of the Certificates should

not assume that payments allocable to interest received from the Certificates would be excludable from gross income for federal or State income tax purposes.

In the event of a termination of the City's obligations under the Lease, there is no assurance that Owners of the Certificates would be able to transfer their interests without compliance with federal securities laws.

Condemnation Risk

In the mid-1990s, the City of Sheridan, Colorado ("Sheridan") exercised its eminent domain powers to acquire an administration building it previously had leased under an annually terminable lease purchase agreement. Sheridan sought to use its condemnation power to acquire the property at a fraction of the remaining lease payments (which would be paid to owners of certificates of participation in Sheridan's lease). Sheridan's condemnation suit was successful; however, Sheridan was unable to pay the court-determined amount representing the value of the property and eventually vacated the building in favor of the trustee. Sheridan eventually reached a settlement with the trustee and reacquired possession of the building from the trustee. Pursuant to this settlement, certificate holders reportedly received less than half of the amounts due them under the terms of the certificates. The City considers the occurrence of a situation such as the one described above to be unlikely; however, there is no assurance that the Leased Property (or portions thereof) would not be condemned in the future.

Casualty Risk

If all, substantially all, or any portion of the Leased Property is damaged or destroyed by any casualty, there is no assurance that casualty insurance proceeds and other available monies of the City will be sufficient either to repair or replace the damaged or destroyed property or to pay all the outstanding Certificates, if the Certificates are called for mandatory redemption as a result of such casualty. See "THE CERTIFICATES--Redemption Provisions." Future building, zoning and development codes may also make rebuilding within the exact footprint of the Leased Property impossible or infeasible. Although the City believes its casualty insurance coverage is adequate, there is no assurance that such damage or destruction would not have a material adverse effect on the ability of the City to make use of the Leased Property. Delays in the receipt of casualty insurance proceeds pertaining to the Leased Property or delays in the repair, restoration or replacement of property damaged or destroyed also could have an adverse effect upon the ability of the City to make use of the Leased Property or upon its ability to make timely payment of rental payments under the Lease.

Insurance Risk

The Lease requires that until termination of the Lease Term, the City must provide property damage insurance for the Leased Property in an amount equal to the full replacement value of the Leased Property. The City currently has a blanket property insurance policy covering its existing property; however, such policy is subject to annual renewal. There is no guarantee that the City will be able to acquire sufficient insurance at reasonable prices in the future. See "*THE CITY – Risk Management.*" Pursuant to the Lease, if the City insures against similar risks by self-insurance, the City, at its election, may provide for public liability insurance in connection with the Leased Property partially or wholly by means of an adequate self-insurance fund. Such a self-insurance fund (if established) would likely be funded annually by appropriation, and there is no assurance that such fund will at any time be adequately funded. There is no assurance that, in the event the Lease is terminated as a result of damage to or destruction or condemnation of the Leased

Property, moneys made available by reason of any such occurrence will be sufficient to redeem the Certificates at a price equal to the principal amount thereof outstanding plus accrued interest to the redemption date. See *“THE CERTIFICATES--Redemption Provisions.”*

Future Changes in Law

Various State laws and constitutional provisions apply to the imposition, collection, and expenditure of ad valorem property taxes, sales and use taxes, other revenues, and the operation of the City. There is no assurance that there will not be any change in, interpretation of, or addition to the applicable laws, provisions, and regulations which would have a material effect, directly or indirectly, on the affairs of the City and the imposition, collection, and expenditure of its revenues. Such changes could include, but are not limited to, future restrictions on real estate development and growth in the City and State law changes in the items subject to sales taxes or exemptions therefrom.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words “estimate,” “forecast,” “intend,” “expect” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward looking statements and actual results. Those differences could be material and could impact the availability of Lease Revenues available to pay Base Rentals and Additional Rentals under the Lease.

Secondary Market

No assurance can be given concerning the future existence of a secondary market for the Certificates or its maintenance by the Underwriter or others. Prospective purchasers of the Certificates should be prepared to hold their Certificates to maturity.

SOURCES AND USES OF FUNDS

Sources and Uses of Funds

The proceeds from the sale of the Certificates are expected to be applied in the following manner:

<u>Sources and Uses of Funds</u>	
<u>Sources of Funds:</u>	<u>Amount</u>
Par amount of Certificates.....	
Plus/(less): net original issue premium/(discount).....	
Total	
 <u>Uses of Funds:</u>	
Project Fund	
Costs of Issuance Fund v (including Underwriting discount).....	
Total	

Source: The Financial Advisor.

The Project

The Project is the renovation and expansion of, and associated site work at the City’s Pavilion Building located at _____. The Pavilion Building is an existing 51,000 square foot original constructed in 1991 that has been fully deconstructed down to the concrete structure, exterior walls and roof. A 64,000 square foot addition will be constructed upon the Leased Property that will result in a 115,000 square foot, high energy performing, all-electric modern civic office building. The Pavilion Building sits on a 1.19-acre lot and is presently zoned “Public,” which includes public areas in which public and semi-public facilities and uses are located, including governmental and educational uses. The Pavilion Building is in the 100-year floodplain but will be out of the flood plain following completion of construction.

The City has selected Saunders Construction as the general contractor and is expected to have the GMP contract in place by the end of April 2025. Construction of the Project is expected to beginning May 2025, with a completion date estimated to occur in the 4th Quarter of 2027. Upon completion of construction, the Pavilion Building will house most City department office workers and the ground level will provide centralized City customer services for the community and public meeting spaces.

THE CERTIFICATES

General

The Certificates are issuable as fully registered certificates and initially will be registered in the name of “Cede & Co.,” as nominee for DTC, the securities depository for the Certificates. Purchases by Beneficial Owners of the Certificates are to be made in book-entry only form. Payments to Beneficial Owners are to be made as described in “*Book-Entry Only System*” and APPENDIX C. The Certificates are dated the date of their execution and delivery, and bear interest from such date to maturity payable semiannually on May 1 and November 1 of each year, commencing November 1, 2025. **(PLEASE CONFIRM)** The Certificates mature on the dates and in the amounts and bear interest at the rates set forth on the inside cover page of this Official Statement.

Payment Provisions

The principal of any Certificate shall be payable to the Owner thereof as shown on the registration records of the Trustee upon maturity or prior redemption thereof and upon presentation and surrender at the Operations Center of the Trustee, except that such Owner shall not be required to present and surrender its Certificate in connection with a mandatory sinking fund redemption that does not represent the final maturity of the Certificate. Payment of interest on the Certificates shall be made by check or draft of the Trustee mailed, on or before each Interest Payment Date, to the Owner thereof at his address as it last appears on the registration records of the Trustee at the close of business on the Record Date. Any such interest not so timely paid shall cease to be payable to the Person who is the Owner thereof at the close of business on the Record Date and shall be payable to the Person who is the Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Trustee to the Owners of the Certificates, not less than ten (10) days prior to the Special Record Date, by first-class mail to each such Owner as shown on the Trustee’s registration records on a date selected by the Trustee, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Trustee may make payments of interest by wire transfer to any Person who is the Owner of in excess of \$1,000,000 in aggregate principal amounts of the Certificates.

Notwithstanding the foregoing, payments of the principal of and interest on the Certificates will be made directly to DTC or its nominee, Cede & Co., by the Trustee, so long as DTC or Cede & Co. is the registered owner of the Certificates. Disbursement of such payments to DTC’s Participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and the Indirect Participants, as more fully described herein. See “*Book-Entry Only System*” below.

Redemption Provisions

Redemption of Certificates in Whole Upon Payment of Purchase Option Price. The Certificates maturing on or after November 1, 20__ shall be called for redemption, in whole, at a redemption price equal to the principal amount of the Certificates, plus accrued interest, on any date on and after November 1, 20__, in the event of, and to the extent that moneys are actually received by the Trustee from, the exercise by the City of its option to purchase in full the Leased Property as provided in the Lease, upon payment of the then applicable Purchase Option Price.

Optional Redemption. The Certificates maturing prior to November 1, 2034, shall not be subject to optional redemption prior to their respective maturity dates. The Certificates maturing on and after November 1, 2035, shall be subject to redemption prior to their respective maturity dates at the option and direction of the City, in whole or in part, in integral multiples of \$5,000, and if in part in such order of maturity as the City shall determine and by lot within maturities, on November 1, 2035, and on any date thereafter, at a redemption price equal to the principal amount of the Certificates so redeemed plus accrued interest to the redemption date and without a premium.

In the case of a partial redemption of Certificates as described above, the City shall provide the Trustee with a revised Base Rentals Payment Schedule constituting a new Exhibit B to the Lease, which shall adjust the principal and interest portions of the Base Rentals to reflect the redemption of the amounts and maturities of the corresponding Certificates.

(a) Mandatory Sinking Fund Redemption. The Certificates maturing on November 1, 20[] are subject to mandatory sinking fund redemption by lot on November 1 of the years and in the principal amounts specified below, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.

Mandatory Redemption Date (November 1)	Amount to be Redeemed
20[]	\$
20[]	

¹ Maturity date.

Notice of Redemption. Notice of the call for any redemption, identifying the Certificates or portions thereof to be redeemed and specifying the terms of such redemption, shall be given by the Trustee by mailing a copy of the redemption notice by United States first-class mail, at least 30 days prior to the date fixed for redemption, to the Owner of each Certificate to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings of any Certificates as to which no such failure has occurred. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

If at the time of mailing of notice of redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Certificates called for redemption, which moneys are or will be available for redemption of Certificates, such notice shall state that it is conditional upon the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Book-Entry Only System

The Certificates will be available only in book-entry form in the principal amount of \$5,000 or any integral multiples thereof. DTC will act as the initial securities depository for the Certificates. The ownership of one fully registered Certificate for each maturity as set forth on the inside cover page of this Official Statement, each in the aggregate principal amount of such

maturity, will be registered in the name of Cede & Co., as nominee for DTC. See “*APPENDIX C-BOOK-ENTRY ONLY SYSTEM*”.

SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE CERTIFICATES, REFERENCES IN THIS OFFICIAL STATEMENT TO THE OWNERS OR REGISTERED OWNERS OF THE CERTIFICATES WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS.

Neither the City, the Corporation nor the Trustee will have any responsibility or obligation to DTC’s Participants or Indirect Participants, or the persons for whom they act as nominees, with respect to the payments to or the providing of notice for the DTC Participants, the Indirect Participants or the beneficial owners of the Certificates as further described in Appendix C to this Official Statement.

BASE RENTALS SCHEDULE

The following table sets forth the estimated schedule of Base Rentals for the Certificates.

Schedule of Base Rentals^{(1)*}

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
Total			

⁽¹⁾ The Base Rentals are due semi-annually on April 25 and October 25 of each year that the Lease remains in effect. The Trustee will use the Base Rentals to pay the principal and interest due on the Certificates on May 1 and November 1 of each year.

Source: The Financial Advisor.

* Preliminary, subject to change.

SECURITY FOR THE CERTIFICATES

General

Each Certificate evidences a proportionate interest in the right to receive certain designated Lease Revenues, including Base Rentals, under and as defined in the Lease and the Indenture. Under the Lease, the Leased Property has been leased by the Corporation to the City and the City has agreed to pay to the Trustee, on behalf of the Corporation, Base Rentals in consideration of the City's right to possess and use the Leased Property. Certain Lease Revenues, including Base Rentals, are required under the Indenture to be distributed by the Trustee for the payment of the Certificates and interest thereon.

The Lease is subject to annual appropriation, non-renewal and, in turn, termination by the City. The issuance of the Certificates does not directly or contingently obligate the City to make any payments beyond those appropriated for the City's then current Fiscal Year. As more fully described under the caption "CERTAIN RISK FACTORS," the Lease is subject to renewal on an annual basis at the option of the City. The Lease Term and the schedule of payments of Base Rentals are designed to produce moneys sufficient to pay the Certificates and interest thereon when due (if the City elects not to terminate the Lease prior to the end of the Lease Term).

The Certificates shall not constitute a mandatory charge or requirement against the City in any ensuing Fiscal Year beyond the current Fiscal Year and shall not constitute or give rise to a general obligation or other indebtedness of the City or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City, within the meaning of any constitutional, home rule charter or statutory debt provision or limitation. No provision of the Certificates shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the State Constitution. The execution and delivery of the Certificates shall not directly or indirectly obligate the City to renew the Lease from Fiscal Year to Fiscal Year or to make any payments beyond those appropriated for the City's then current Fiscal Year. Base Rentals and Additional Rentals may be paid from any lawfully available City monies appropriated for that purpose. See "CITY FINANCIAL AND DEBT STRUCTURE."

In the event of termination of the City's obligations under the Lease upon the occurrence of an Event of Nonappropriation or an Event of Default, the City is required to vacate and surrender the Leased Property. Whenever any Event of Default has happened and is continuing, the Trustee, acting for the Corporation, may, without any further demand or notice take one or any combination of the following remedial steps: (a) terminate the Lease Term and give notice to the City to immediately vacate the real property included in the Leased Property, in the manner provided in the Lease; (b) foreclose through the courts on or otherwise sell or lease its interest in all or any portion of the Leased Property; (c) recover from the City: (i) the portion of Base Rentals and Additional Rentals payable pursuant to the Lease; and (ii) the portion of Base Rentals and Additional Rentals for the then current Fiscal Year that has been specifically appropriated by the City Council, regardless of when the City vacates the Leased Property; (d) enforce any provision of the Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under the Lease by specific performance, writ of mandamus or other injunctive relief; and (e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under the Lease, subject, however, to the limitations on the obligations of the City and the Corporation set forth in the Lease.

The Leased Property

The Leased Property consists of the City facility described in “INTRODUCTION--The Leased Property.” In accordance with State law, the City has determined to sell the Leased Property to the Corporation and lease the Leased Property back from the Corporation pursuant to the terms of the Lease. See “*INTRODUCTION--Security for the Certificates; Termination of Lease.*”

Additional Certificates

So long as the Lease Term shall remain in effect and no Event of Nonappropriation and Nonrenewal or Event of Default shall have occurred, one or more issues of Additional Certificates secured by the Trust Estate (the “Additional Certificates”) may be issued upon the terms and conditions provided below.

Additional Certificates may be executed and delivered to provide funds for any one or more of the following: (i) refunding all or any portion of the Outstanding Certificates and Additional Certificates; (ii) completing the construction and equipping of the Project in excess of the amount available therefor in the Project Fund pursuant to Section 3.03 of the Indenture, (iii) at any time or from time to time, making such modifications and improvements in, on or to the Leased Property as the City may deem necessary or desirable; and (iv) paying costs incurred in connection with the execution and delivery of the Additional Certificates, any deposit to any reserve fund established in connection with the Additional Certificates that is necessary for the amount therein to equal the maximum amount allowed under the Code and other costs reasonably related to the purpose for which the Additional Certificates are being executed and delivered.

Additional Certificates may be issued only upon there being filed with the Trustee:

(a) Originally executed counterparts of a Supplemental Indenture and an amendment to the Lease adopted in accordance with the requirements of Article IX of the Indenture, including requirements regarding approval of the Certificate Owners, if applicable, expressly providing that, for all the purposes hereof, the Leased Property shall include any property, buildings or equipment being financed by the Additional Certificates and further providing for an increase in the Base Rentals required to be paid to the Trustee under Exhibit B to the Lease in such amount as shall be necessary to pay (assuming that no Event of Nonappropriation and Nonrenewal or Event of Default shall occur), the principal of and interest on the Certificates and any Additional Certificates theretofore executed and delivered and Outstanding as well as the Additional Certificates proposed to be executed and delivered.

(b) A written opinion or opinions of Bond Counsel, mutually acceptable to the City and the Trustee, to the effect that the amendment to the Lease and the execution and delivery of the Additional Certificates have been duly authorized, that the amendment to the Lease is valid and enforceable against the City, that the excludability from federal income taxation of the interest on the Certificates and any Additional Certificates theretofore executed and delivered with the expectation that the interest thereon will not be included in federal income taxation will not be adversely affected by the execution and delivery of the Additional Certificates proposed to be executed and delivered, and that the execution and delivery of the Additional Certificates will not constitute a default under the Lease or this

Indenture nor cause any violation of the covenants, agreements or representations in the Lease or this Indenture.

(c) Evidence that the amount of the title insurance policy or policies required by Section 6.04 of the Indenture has been increased, if necessary, to reflect the amount of the Certificates and Additional Certificates theretofore executed and delivered plus the Additional Certificates, (or such lesser amount as shall be the maximum insurable value of the Leased Property that is to be insured by such policy or policies).

Additional Certificates shall, in all cases, bear interest at fixed interest rates and, except for Additional Certificates that are executed and delivered for the purpose of refunding all or any portion of the Outstanding Certificates and Additional Certificates and for paying the costs and capitalized interest in connection with such refunding, shall mature, including sinking fund redemption dates, if any, on November 1 of each year, shall pay interest on May 1 and November 1 of each year and shall not be subject to redemption earlier than the Certificates. Each of the Additional Certificates executed and delivered pursuant to Section 2.12 of the Indenture shall evidence an undivided interest in the right to receive Lease Revenues under the Lease, as amended, proportionately and ratably secured with the Certificates originally executed and delivered and all other issues of Additional Certificates, if any, executed and delivered pursuant to Section 2.12 of the Indenture, without preference, priority or distinction of any Certificates or Additional Certificates over any other.

CURRENT SOURCES OF AVAILABLE REVENUE

General

Although no particular funds or sources of revenue are pledged to make payments under the Lease, the City currently intends to budget, appropriate and pay the Base Rentals (and Additional Rentals, if any) from the General Fund. Notwithstanding the foregoing, such Base Rentals and Additional Rentals may be budgeted, appropriated and paid from any of the City's available funds in the future.

Sources of General Fund Revenues

General. The General Fund is the City's primary operating fund. It is used to account for all financial resources of the general government, except those required to be accounted for in another fund.

The City derives General Fund revenues from the sources described generally below. The major sources of General Fund revenues are sales and use tax, ad valorem property tax, occupation tax and accommodations tax revenues. In 2024, sales and use tax revenues accounted for approximately 40% of General Fund revenues, ad valorem property tax revenues accounted for approximately 29% of General Fund revenues, occupation tax revenues comprised approximately 6% of General Fund revenues, and accommodation tax revenues comprised approximately 5% of General Fund revenues. Each of these sources of revenue is described briefly below. No other source of revenue exceeded 5% of total General Fund revenues in 2024.

The City also receives General Fund revenues from several additional sources including specific ownership and tobacco taxes; charges for services; licenses, permits and fines; intergovernmental; leases, rents and royalties; interest income; and miscellaneous sources.

Historical Financial Information - General Fund

Set forth in the following table is a five-year comparative statement of revenues, expenses and changes in fund balances position for the General Fund. The information in these tables has been derived from the City's Comprehensive Annual Financial Report ("CAFR") for 2019 through 2023. The table also contains a column showing 2024 budgeted information for the General Fund.

The historical information in this table should be read together with the City's audited basic financial statements for the year ended December 31, 2023, and the accompanying notes, which are included as Appendix A hereto. Financial statements for prior years can be obtained from the sources listed in "INTRODUCTION--Additional Information."

Information about the General Fund is provided to illustrate the primary sources of available City revenues; however, not all of those revenues depicted in the tables are available to pay Base Rentals (or Additional Rentals) under the Lease.

Historical Revenues, Expenditures and Changes in Fund Balance - General Fund (in thousands)

Revenues	Year Ended December 31,					2024 Unaudited	2025 Budget
	2019	2020	2021	2022	2023		
Taxes:							
Sales, use and other taxes	\$67,476	\$65,098	\$73,447	\$ 81,136	\$ 84,106		
General property taxes	38,564	42,573	42,776	45,627	44,981		
Accommodation taxes	10,865	4,007	7,796	10,894	12,264		
Occupation taxes	12,802	9,833	10,052	10,440	8,452		
Specific Ownership & tobacco taxes	2,599	2,603	2,680	2,489	2,539		
Excise taxes	875	1,024	1,348	771	264		
Charges for Services	5,836	3,879	3,665	4,319	4,867		
Sale of goods	500	153	44	93	119		
Licenses, permits and fines	6,235	4,748	5,276	5,905	5,842		
Intergovernmental	1,495	2,545	6,474	5,566	8,906		
Leases, rents and royalties	175	157	104	107	106		
Interest and investment earnings	2,186	1,341	(309)	(1,565)	4,669		
Other	2,129	2,330	2,209	5,135	3,506		
Total revenues	151,737	140,291	155,562	170,917	180,621		
Expenditures							
Current:							
General Government	22,580	22,661	21,654	23,019	30,118		
Administrative Services	9,905	12,140	16,105	18,826	20,816		
Public Safety	60,983	61,225	61,945	69,312	75,690		
Public Works	10,765	12,410	9,552	10,521	23,626		
Planning & Development Services	3,102	2,899	2,506	2,521	2,771		
Culture and Recreation	13,832	12,975	12,035	13,837	15,029		
Open Space and Mountain Parks	116	299	4	8	16		
Housing and Human Services	12,215	12,205	10,023	11,767	15,999		
Capital outlay	-	-	-	-	-		
Debt service payments:							
Principal	3,191	3,657	3,995	4,119	5,290		
Interest	1,920	1,731	715	673	466		
Base rentals to Boulder Municipal Property Authority	-	-	-	-	-		
Total expenditures	138,609	142,202	138,534	154,603	189,821		
Excess (deficiency) of revenues over (under) expenditures	13,128	(1,911)	17,028	16,314	(9,200)		
Other financing sources (uses):							
Proceeds from sale of capital assets	-	-	495	517	1,335		
Long-term bonds, notes, lease liability, or SBITA issued	-	8,960	26,795	232	4,972		
Transfers in	42,875	11,170	18,686	12,914	19,755		
Transfers out	(31,207)	(17,581)	(19,078)	(19,729)	(29,843)		
Payment to refunding bond escrow agent	-	(8,520)	(26,713)	-	-		
Total other financing sources (uses)	11,668	(5,971)	185	(6,066)	(3,781)		
Net change in fund balance	24,796	(7,882)	17,213	10,248	(12,981)		
Fund balance, beginning of year	60,615	85,411	77,529	94,742	104,990		
Fund balance, end of year	85,411	\$77,529	\$94,742	\$104,990	\$ 92,009		

Source: Derived from the City's audited financial statements for the years ended December 31, 2019-2023; and the City's unaudited financials for 2024 and the City's adopted 2025 Budget.

Sales and Use Tax Information-

General. The City derives a substantial amount of its annual revenues from a general sales and use tax. The City's sales and use tax is currently imposed at a rate of 3.86%. Various components of the sales and use tax are required to be used for specific purposes approved by voters; currently, sales and use taxes totaling at a rate of 1.33% are dedicated and deposited into the Parks and Recreation, Open Space, Transportation, Capital Improvement, Arts, Culture and Heritage and Public Safety and General Fund. As a result, only the proceeds of a 2.53% general sales and use tax are deposited into the General Fund. The allocation to the General Fund may change over time as existing sales and use taxes expire, increase or are reallocated among uses pursuant to voter approval.

The City's sales and use tax is levied against the full purchase price paid or charged for tangible personal property and taxable services purchased or sold at retail in the City. The sales tax is levied on all sales of tangible personal property or taxable services, except those specifically exempted as discussed below. The use tax is levied on the privilege of using in the City, personally or as part of rendering a service, tangible personal property or taxable services upon which a municipal sales or use tax has not been paid and is paid by either the vendor doing business in the City or the consumer. Certain nonprofit organizations are exempt from paying the City's sales and use tax on their own purchases.

The purchase, sale or use of the following property and services is exempt from the City's sales and use taxes: (a) services not otherwise taxable under Chapter 3-2 of the Boulder Revised Code, 1981, as amended ("Chapter 3-2") whose price is separately stated from the price of tangible personal property with which the services are sold; (b) services not otherwise taxable under Chapter 3-2 whose price is not separately stated from the price of tangible personal property with which the services are sold, but that is calculated as a percentage of the total sales price of the property, and approved as exempt by the City Manager upon written request; (c) tangible personal property that is sold at wholesale that is actually transformed by the process of manufacture and becomes a necessary and recognizable ingredient of the finished product, and whose presence in the finished product is essential to the use thereof in the hands of the ultimate consumer; (d) commercial packing materials; (e) Any wheeled vehicle exceeding either eight feet in width or thirty-two feet in length excluding towing gear and bumpers, without power to move, that is designed and commonly used for residential human occupancy in either temporary or permanent locations and that may be drawn over the public highways by a motor vehicle, after such vehicle has once been subject to the payment of sales or use tax under this chapter; (f) Wholesale sales of taxable property to a licensed retailer, jobber, dealer, or other wholesaler for purposes of taxable resale, and not for the retailer's, jobber's, dealer's, or wholesaler's own consumption, use, storage, or distribution; (g) Tangible personal property that is to be used, stored, or consumed outside the State of Colorado by persons residing or doing business outside the State of Colorado when the property is to be delivered to the purchaser outside the state by mail; by common, contract, or commercial carrier that is employed to effect delivery by the retailer; or by the retailer's conveyance; (h) Gasoline or motor fuel upon which has accrued or has been paid the tax prescribed by the Colorado Gasoline and Special Fuel Tax Law; (i) Cigarettes; (j) Medical supplies; (k) Public accommodations or short-term rentals; (l) Admission to places or events as defined in Section 3-1 of the Boulder Revised Code; (m) Neat cattle; sheep, lambs, swine, and goats; and mares and stallions for breeding; (n) Newspapers and newsprint and printer's ink used to produce newspapers, but not preprinted newspaper supplements; (o) Sales of tangible personal property and taxable services that are to be used, stored, or consumed outside the city to persons who are not residents

of the city and who do not engage in business in the city if the property or services purchased or sold are to be delivered to the purchaser outside the city by mail; by common, contract, or commercial carrier that is employed by the retailer to effect delivery; or by the retailer's conveyance;(p) Motion picture prints when the exhibitor thereof charges admissions for exhibition and pays the admission tax imposed by Chapter 3-4, "Admissions Tax," of the Boulder Revised Code;(q) Tangible personal property owned by a resident but purchased when the purchaser was not a resident of the city and used for a substantial period of time outside of the city. When such property is an automotive vehicle, it may qualify as exempt property only if it was registered outside the city for a substantial period of time;(r) Amounts paid by any purchaser as, or in the nature of, interest or finance charges on account of credit extended in connection with the sale or purchase of any tangible personal property if the interest is separately stated from the consideration received for the property;(s) Tangible personal property brought into the city by a nonresident for temporary personal use;(t) Automobile dealers' demonstration vehicles, subject to the conditions in Paragraph 3-2-2(a)(4) of the Boulder Revised Code;(u) All property and services whose sale, purchase, or use the city is prohibited from taxation by the laws or Constitution of the United States or the Constitution of the State of Colorado;(v) All sales of food purchased with food stamps on or after November 1, 1987;(w) Building materials for installation, use, or consumption on buildings which have been designated as landmarks and for which a landmark alteration certificate is required under Chapter 10-13, "Historic Preservation," of the Boulder Revised Code, if, at the time of application for building permit, the applicant submits proof that the building has been so designated and accompanying affidavits of the owner and the contractor performing the construction on the building stating that the building materials will be installed, used, or consumed exclusively upon the building for which the permit has been issued and that at least thirty percent of the dollar value of the building permit shall be for exterior improvements. No person shall fail to comply with such an affidavit. No more than \$25,000 of tax per year and no more than \$12,500 of tax per site per year shall be exempted under this subsection;(x) Occasional food sale;(y) Construction materials purchased by the responsible person to be used for installation, use or consumption on job sites or building construction addresses if:(1) The value of the construction materials was included in determining the valuation of the construction;(2) The retailer records on the invoice of sale the job site address and, when applicable, the building permit number; and (3) The contractor has prepaid the tax directly to the City as permitted in Chapter 3-16 of the Boulder Revised Code;(z) The disposable bag fee as established in Chapter 6-15, "Disposable Bag Fee," of the Boulder Revised Code;(aa) Incontinence products and diapers; or (bb) Menstrual care products.

Upon deposit of moneys in the Open Space Fund, there is first deducted there from certain amounts required to be refunded in accordance with the City's tax refund program. The tax refund program is presently intended to provide a rebate of sales taxes paid on food to certain categories of families and individuals where at least one member of the family or such individual is either a child under the age of 18, is disabled or is over the age of 62. In addition, in order to qualify for the food tax refund, certain income limitations must be met, depending upon family size. For example, a single person household must have income of \$33,650 or less, whereas an eight-person household must have income of \$63,450 or less. The amount of such food tax refund paid by the City is \$75 per qualifying individual and \$231 per family.

In addition to the general sales and use taxes referred to above, the City also levies the following taxes:

Admissions Tax

This tax is charged for admission to an event such as concerts, nightclubs, and theatres. The tax rate for admission to an event is 5.0% of the price of the ticket or admission. Any admission fee paid or charged to participate in a racing event which includes running, walking, biking, or swimming is exempt from this tax.

Business Use Tax

Use tax applies to all furniture, fixtures, equipment, supplies, and materials purchased for use by businesses that are not for resale. If a person or business hasn't paid the proper city sales tax to the vendor on a taxable purchase, they must report use tax directly to the city. The current City of Boulder use tax rate is 3.86%.

Construction Use Tax

Construction Use Tax is paid at the time of a building permit application and is based upon 50% of the valuation of the project. If the project valuation is more than \$75,000, after the project is complete the contractor is required to file a reconciliation return to determine whether additional tax is due, or a refund is due based upon the actual value of taxable personal property and services included in project. This tax is therefore dependent upon the number and value of construction projects permitted in a year and can vary significantly year to year, and because it is collected at the time of permitting the revenue is in advance of visible construction activity. The current construction use tax rate is 3.86%.

Disposable Bag Fee

The city requires a 10-cent fee on all disposable plastic and paper checkout bags provided by stores in Boulder. The bag fee does not apply to certain types of disposable bags including those provided by restaurants, bulk or produce bags, newspaper bags, or any other kind of food packaging bags. The city council intends that the requirements of the bag fee imposition will assist in offsetting the costs associated with using disposable bags including mitigation, educational, replacement, and administrative efforts of the city.

Electronic Smoking Device Tax

This additional 40% sales tax is applied to the retail sales price of Electronic Smoking Devices (ESDs) containing nicotine including any refill, cartridge, or any other component of such product. This tax is in addition to the city's 3.86% sales and use tax levied on the sale of ESDs.

Food Service Tax

This tax is applied to food and beverage sold in or by food service establishments. The food service tax of 0.15% is added to the current sales tax rate of 3.86% resulting in a total tax rate of 4.01%. This tax is not applied to food purchased for home consumption from grocery/convenience stores.

Marijuana Taxes

The city's 3.86% sales tax applies to the sale of both medical and recreational marijuana. In addition, the city has a 3.5% additional recreational marijuana tax and 5.0% excise tax on the transfer of marijuana from a recreational marijuana cultivation facility to a marijuana infused product facility, testing facility or recreational marijuana store. In addition, the city receives a revenue share back from state recreational marijuana taxes.

Motor Vehicle Use Tax

If sales tax is not paid at the time of purchasing a vehicle, a Motor Vehicle Use Tax is due at the time a vehicle is registered or titled to an address within the city. The current use tax rate is 3.86%.

Short Term Rental Tax

This tax is charged for leasing or renting properties by Boulder homeowners for less than 30 days at a time. The current short-term rental tax rate is 7.5%.

Sugar Sweetened Beverage Product Distribution Tax

The Sugar Sweetened Beverage Product Distribution Tax is a voter-initiated tax that was adopted by Boulder voters in the November 2016 election. It places a 2-cent per ounce excise tax on the distribution of beverages with added sugar and other sweeteners. Revenue will be spent on health promotion, general wellness programs and chronic disease prevention that improve health equity, and other health programs (especially for residents with low income and those most affected by chronic disease) linked to sugary drink consumption.

Trash Tax

The trash tax is an occupation tax on trash haulers serving customers within the city limits and helps fund waste reduction efforts in Boulder. Most haulers pass the tax on to customers as part of their trash service bills. Boulder also has a waste hauling ordinance that applies to all haulers. The current trash tax rates are \$3.50 per month for households and \$0.85 per cubic yard of trash for businesses and multifamily units that use centralized dumpsters.

The City had approximately 16,800 active sales and/or use tax licenses as of December 31, 2024. The City’s tax audit team is comprised of four full-time tax auditors and a tax audit supervisor. Businesses are selected for tax audits of varying size, scope, and complexity according to a number of criteria including transaction volume, data analysis (e.g. ratio of gross receipts reported to use tax remitted historically or exemption), industry review, discovery and referrals from other City staff and the public, and staff judgment. Authorization to conduct a tax audit must be assigned by the tax audit supervisor, and all audit workpapers and processes are reviewed by the supervisor and/or tax manager prior to audit assessment and collection.

A history of General Fund sales and use tax collections can be found above in the table entitled “Historical Revenues, Expenditures and Changes in Fund Balance - General Fund (in thousands).” Through October 2024, the City had collected \$66,622,219 in General Fund sales and use tax revenues, which represents a ___% ___ over the same period in 2023 Information as to the largest City sales tax remitters by market sector for 2024 is set forth below. The City expects these categories to remain stable in 2025.

2024 Percentage of Sales and Use Tax Revenues by Transaction/Category

<u>Category</u>	<u>% of Total(1)</u>
Apparel Store	3.15%
Automotive Trade	7.67
Building Material Retail	3.12
Computer Related Business Sector	9.00
Construction Sales/ Use Tax	9.66
Consumer Electronics	2.21
Eating Places	11.88
Food Stores	12.57
General Retail	15.87
Home Furnishings	1.65
Medical Marijuana	0.03
Recreational Marijuana	1.46
Transportation/Utilities	5.63
All Other	16.10
Total Sales and Use Tax	100.00

(1) Based on total sales and use tax collections of \$142,500,512 through October of 2024.
Source: The City.

Occupation Taxes and Accommodation Taxes

The City also imposes occupation taxes and accommodation taxes; a portion of the proceeds of those taxes are also deposited into the General Fund.

Accommodation Tax. The accommodation tax is imposed at a rate of 7.50% of the price paid for the leasing or rental of any hotel room, motel room or other public accommodation located in the City for lodging purposes, subject to exemptions for governmental or charitable purposes. The City's Sales Tax Division collects the accommodation tax monthly.

Utility Occupation Tax. The City also imposes a utility occupation tax on the delivery of electricity and natural gas. The previous utility occupation tax expired on December 31, 2022; however, in November 2022, voters within the City approved a new utility occupation tax effective January 1, 2023 through December 31, 2040. All utilities delivering electricity and gas to residential, commercial, or industrial customers must pay to the city manager the utility occupation tax. The amount due on January 1, 2023 was \$6,500,000 and shall be increased each year thereafter until December 31, 2024 by the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, all items. Utility occupation tax payments shall be remitted to the city manager in equal monthly installments not more than thirty days following the end of each month. The amounts realized under the utility occupation tax include: maintaining and expanding climate-focused programs and services; financing capital projects and stabilizing the funding for initiatives to meet the city's climate goals, including without limitation reduction of greenhouse gas emission, increasing resilience to climate-driven events; providing energy-related assistance to disadvantaged members of the community, including support for utility bill payments and access to renewable energy; improving system reliability and modernizing and supporting clean energy-related businesses, including, without limitation, new approaches in electrification of buildings and transportation and enhancement of resilience; implementing a partnership agreement with Public Service Company of Colorado; and increasing access to energy efficiency and renewable energy solutions. These amounts do not constitute legally available revenues for payments due under the Lease.

Ad Valorem Property Tax Information

Extraordinary Actions Taken in Response to Declaration of Emergency. The Governor, State agencies and the General Assembly took several actions in response to COVID-19 that impacted the administration of property taxes, such as extending filing deadlines, extending deadlines for the payment of property taxes and authorizing county treasurers to waive delinquent interest on late property tax payments for a period of time. Similar actions may be taken if another national pandemic or other national or State emergency is declared in the future. As a result, there is no guarantee that additional executive orders or legislation deferring the payment of property taxes to a later date, permanently waiving interest, or forgiving property tax liability in its entirety will occur and, if these or similar measures are adopted into law, the receipt of property taxes by the City may be delayed or reduced, and such reduction could be material.

Property Subject to Taxation. Property taxes are uniformly levied against the assessed valuation of all property subject to taxation by the City. Both real and personal property are subject to taxation, but there are certain classes of property which are exempt. Exempt property includes, but is not limited to: property of the United States of America; property of the State and its political subdivisions; public libraries; public school property; property used for charitable or religious purposes; nonprofit cemeteries; irrigation ditches, canals, and flumes used exclusively to

irrigate the owner's land; household furnishings and personal effects not used to produce income; intangible personal property; inventories of merchandise and materials and supplies which are held for consumption by a business or are held primarily for sale; livestock; agricultural and livestock products; and works of art, literary materials and artifacts on loan to a political subdivision, gallery or museum operated by a charitable organization. The State Board of Equalization supervises the administration of all laws concerning the valuation and assessment of taxable property and the levying of property taxes.

Calculation of Property Taxes Generally. The calculation of ad valorem tax revenues is described in State law. The taxation process includes the following steps, each of which is described in more detail below.

- Taxable property is first appraised by the County Assessor to determine its statutory "actual" value. See "Determination of Statutory Actual Value" below.
- Statutory "actual" value is then multiplied by the appropriate assessment percentage ratio to determine the assessed value of each property. The property types and the assessment ratios are determined by State law. See "Determination of Assessed Value" below.
- The mill levy of each taxing entity is then multiplied by the assessed value to determine the amount of property tax levied upon each property by each taxing entity. See "Taxation Procedure" below.

The statutes governing each step in this process may be amended by the Legislature to the extent they are not governed by State constitutional provisions, including TABOR. In recent years, the Legislature has taken action to amend the property taxation statutes, particularly the statutes governing the classes of property and related assessment ratios.

Future legislative actions and/or initiated constitutional amendments or statutory provisions may further amend the property taxation laws.

Determination of Statutory Actual Value. The county assessors annually conduct appraisals in order to determine, on the basis of statutorily specified approaches, the statutory "actual" value of all taxable property within the county as of January 1. Most property is valued using a market approach, a cost approach or an income approach. Residential property is required to be valued using the market approach. Agricultural property, exclusive of building improvements thereon, is valued by considering the earning or productive capacity of such lands during a reasonable period of time, capitalized at a statutory rate.

The statutory actual value of a property is not intended to represent its current market value, but, with certain exceptions, is determined by the County Assessor utilizing a "level of value" ascertained for each two-year reassessment cycle from manuals and associated data published by the State Property Tax Administrator for the statutorily-defined period preceding the assessment date. Under current law, real property is reappraised by the County Assessor's office every odd numbered year. The statutory actual value is based on the "level of value" for the period one and one-half years immediately prior to the July 1 preceding the beginning of the two-year reassessment cycle (adjusted to the final day of the data-gathering period). For example, values for levy year 2023 (collection year 2024) were based on an analysis of sales and other information for the period January 1, 2020 to June 30, 2022.

The County Assessor may consider market sales from more than one and one-half years immediately prior to July 1 if there were insufficient sales during the stated market period to accurately determine the level of value.

Oil and gas leaseholds and lands, producing mines and other lands producing nonmetallic minerals are valued based on production levels rather than by the base year method. Public utilities are valued by the State Property Tax Administrator based upon the value of the utility's tangible property and intangibles (subject to certain statutory adjustments), gross and net operating revenues and the average market value of its outstanding securities during the prior calendar year.

Determination of Assessed Valuation. Assessed value, which represents the value upon which ad valorem property taxes are levied, is calculated by the County Assessor as a percentage of statutory actual value. Since 2020, the Legislature has adopted statutes reducing the amount of actual value that is used to determine assessed valuation. The percentage used to calculate assessed valuation, called the assessment rate or the assessment ratio, differs depending upon the classification of each property. *Future actions of the Legislature or future citizen-initiated measures may take additional action to change property classifications, reduce the assessment rates, or change the calculation of statutory actual value for property at any time in the future.*

Prior to tax levy year 2021, the residential assessment rate was adjusted every two years in connection with the general reassessment of property described above. This adjustment was mandated by a provision of the State Constitution (known as "Gallagher") intended to avoid extraordinary increases in residential real property taxes when the base year level of value changed. As a result of application of Gallagher and TABOR, the residential assessment ratio declined from 21% to 7.15% of statutory actual value. In November 2020, the State's voters approved the repeal of Gallagher, and the Legislature is now responsible for setting residential assessment rates.

Since the repeal, the Legislature has adopted property tax-related legislation in each year, including the establishment of different residential assessment rates for school districts and non-school district governments. The following assessment rates are applicable to local government that are not school districts. These changes may be changed by the Legislature in the future; however, pursuant to the requirements of TABOR, any increase would generally require a Statewide vote.

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Assessment Rates Applicable to Local Governments – Tax Years 2024-2027⁽¹⁾

Property Class	Tax Year 2024	Tax Year 2025 ⁽²⁾	Tax Year 2026 ⁽²⁾	Tax Year 2027 and later ⁽²⁾
Residential	6.7% ⁽³⁾	6.25%/6.15% ⁽⁴⁾	6.8%/6.7% ⁽⁴⁾	6.8%/6.7% ⁽⁴⁾
Nonresidential				
Commercial	29.0% ⁽³⁾	27.0%	25.0%	25.0%
Agricultural/renewable energy	26.4	27.0	25.0	25.0
Vacant land	27.9	27.0	26.0	25.0
Producing oil & gas ⁽⁵⁾	87.5	87.5	87.5	87.5

- (1) “Tax year” refers to the year in which taxes are levied; the collection year is the following calendar year.
- (2) It is not clear that the State can increase the residential rate above these amounts in future years without a Statewide vote under TABOR.
- (3) For 2024, multifamily residential property is assessed at 6.7% of actual value after an actual value adjustment of \$55,000; thereafter it is included in residential property. For 2024, lodging property is assessed at 27.9% of actual value after an actual value adjustment of \$30,000; thereafter it is included in commercial property.
- (4) The tax rate is first percentage shown unless actual valuation growth exceeds 5% in a given year, in which case the rate will decrease to the second percentage shown.
- (5) Based on the selling price of oil and gas.

Reimbursement of “Lost” Revenues to Local Governments. The Legislature also established mechanisms for the State to determine and reimburse local governments (other than school districts) for revenues “lost” as a result of legislation; each county treasurer is required to distribute the total amount received from the State to the eligible local governmental entities within the county as if the revenues had been regularly paid as property taxes. There is no guarantee that the State will have sufficient resources to reimburse local governments for the lost property tax revenues.

Protests, Appeals, Abatements and Refunds. Property owners are notified of the valuation of their land or improvements, or taxable personal property and certain other information related to the amount of property taxes levied, in accordance with statutory deadlines. Property owners are given the opportunity to object to increases in the statutory actual value of such property and may petition for a hearing thereon before the County’s Board of Equalization. Upon the conclusion of such hearings, the County Assessor is required to complete the assessment roll of all taxable property and, no later than August 25th each year, prepare an abstract of assessment therefrom. The abstract of assessment and certain other required information is reviewed by the State Property Tax Administrator prior to October 15th of each year and, if necessary, the State Board of Equalization orders the County Assessor to correct assessments. The valuation of property is subject to further review during various stages of the assessment process at the request of the property owner, by the State Board of Assessment Appeals, the State courts or by arbitrators appointed by the Commissioners. On the report of an erroneous assessment, an abatement or refund must be authorized by the Commissioners; however, in no case will an abatement or refund of taxes be made unless a petition for abatement or refund is filed within two years after January 1 of the year in which the taxes were levied. Refunds or abatements of taxes are prorated among all taxing entities which levied a tax against the property.

Statewide Review. The Legislature is required to cause a valuation for assessment study to be conducted each year to ascertain whether or not county assessors statewide have complied with constitutional and statutory provisions in determining statutory actual values and assessed valuations for that year. The final study, including findings and conclusions, must be submitted to the Legislature and the State Board of Equalization by September 15th of the year in which the study is conducted. Subsequently, the Board of Equalization may order a county to conduct reappraisals and revaluations during the following property tax levy year. Accordingly, the City's assessed valuation may be subject to modification following any such annual assessment study.

Homestead/Disabled Veterans Property Tax Exemptions. The Colorado Constitution provides property tax exemptions for qualifying senior citizens (adopted in 2000) and for disabled veterans (adopted in 2006). The senior citizen provision provides that for property tax collection years 2007 and later (except that the exemption was suspended for collection years 2009 to 2012), the exemption is equal to 50% of the first \$200,000 of actual value of residential real property that is owner-occupied if the owner or his or her spouse is 65 years of age or older and has occupied such residence for at least 10 years. The disabled veterans provision provides that for property tax collection years 2008 and later, the same exemption is available to homeowners who have served on active duty in the U.S. Armed Forces and who are rated 100% permanently disabled by the federal government due to a service-connected disability. The State is required to reimburse all local governments for the reduction in property tax revenue resulting from these exemptions; therefore, it is not expected that this exemption will result in the loss of any property tax revenue to the City. There is no assurance, however, that the State reimbursement will be received in a time period which is sufficient to replace the reduced property tax revenue.

Taxation Procedure. The County Assessor is required to certify to the City the assessed valuation of property within the City no later than August 25th of each year. If the County Assessor makes changes in the valuation for assessment or the total actual value prior to December 10, the County Assessor notifies the City of those changes. Subject to the limitations of TABOR, based upon the valuation certified by the County Assessor, the City Council computes a rate of levy which, when levied upon every dollar of the valuation for assessment of property subject to the City's property tax, and together with other legally available Town revenues, will raise the amount required by the City in its upcoming fiscal year. The City subsequently certifies to the Commissioners the rate of levy sufficient to produce the needed funds. Such certification must be made no later than December 15th of the property tax levy year for collection of taxes in the ensuing year. The property tax rate is expressed as a mill levy, which is the rate equivalent to the amount of tax per one thousand dollars of assessed valuation. For example, a mill levy of 25 mills would impose a \$250 tax on a parcel of property with an assessed valuation of \$10,000.

The Commissioners levy the tax on all property subject to taxation by the City. By December 22nd of each year, the Commissioners must certify to the County Assessor the levy for all taxing entities within the applicable county. If the Commissioners fail to so certify, it is the duty of the County Assessor to extend the levies of the previous year. Further revisions to the assessed valuation of property may occur prior to the final step in the taxing procedure, which is the delivery by the County Assessor of the tax list and warrant to the County Treasurer.

Adjustment of Taxes to Comply with Certain Limitations. Section 29-1-301, C.R.S., contains a statutory restriction limiting the property tax revenues which may be levied for operational purposes to an amount not to exceed the amount of such revenue levied in the prior year plus 5.5% (subject to certain statutorily authorized adjustments).

Property Tax Collections. Taxes levied in one year are collected in the succeeding year. Thus, taxes certified in 2023 are being collected in 2024 and taxes certified in 2024 will be collected in 2025. Taxes are due on January 1st in the year of collection; however, they may be paid in either one installment (not later than the last day of April) or in two equal installments (not later than the last day of February and June 15th) without interest or penalty. Interest accrues on unpaid first installments at the rate of 1% per month from March 1 until the date of payment unless the whole amount is paid by April 30. If the second installment is not paid by June 15, the unpaid installment will bear interest at the rate of 1% per month from June 16 until the date of payment. Notwithstanding the foregoing, if the full amount of taxes is to be paid in a single payment after the last day of April and is not so paid, the unpaid taxes will bear penalty interest at the rate of 1% per month accruing from the first day of May until the date of payment. The County Treasurer collects current and delinquent property taxes, as well as any interest or penalty, and after deducting a statutory fee for such collection, remits the balance to the City on a monthly basis. The payments to the City must be made by the 10th of each month and shall include all taxes collected through the end of the preceding month. The County Treasurer also is required to make a second monthly payment to the City on or before the 24th day of the months of March, May and June, reflecting taxes collected through the 20th day of the respective month.

All taxes levied on property, together with interest thereon and penalties for default, as well as all other costs of collection, constitute a perpetual lien on and against the property taxed from January 1st of the property tax levy year until paid. Such lien is on a parity with the tax liens of other general taxes. It is the County Treasurer's duty to enforce the collection of delinquent real property taxes by tax sale of the tax lien on such realty. Delinquent personal property taxes are enforceable by distraint, seizure, and sale of the taxpayer's personal property. Tax sales of tax liens on realty are held on or before the second Monday in December of the collection year, preceded by a notice of delinquency to the taxpayer and a minimum of four weeks of public notice of the impending public sale. Sales of personal property may be held at any time after October 1st of the collection year following notice of delinquency and public notice of sale. There can be no assurance that the proceeds of tax liens sold, in the event of foreclosure and sale by the County Treasurer, would be sufficient to produce the amount required with respect to property taxes levied by the City and property taxes levied by overlapping taxing entities, as well as any interest or costs due thereon. Further, there can be no assurance that the tax liens will be bid on and sold. If the tax liens are not sold, the County Treasurer removes the property from the tax rolls and delinquent taxes are payable when the property is sold or redeemed. When any real property has been stricken off to a county and there has been no subsequent purchase, the taxes on such property may be determined to be uncollectible after a period of six years from the date of becoming delinquent and they may be canceled by the Commissioners after that time.

Potential Overlap with Tax Increment Authorities. Colorado law allows the formation of public highway authorities. Pursuant to statute, the board of directors of a public highway authority is entitled to designate areas within the authority's boundaries as "value capture areas" to facilitate the financing, construction, operation or maintenance of highways constructed by the authority; an authority is entitled to capture a portion of the property taxes in such an area to support these purposes. No public highway authority currently exists within the City. If a public highway authority value capture area is implemented in the future, it is impossible to predict the terms of the plan, including whether it would negatively impact the City's property tax revenues.

Similarly, the State law allows the formation of urban renewal authorities and downtown development authorities in areas which have been designated by the governing bodies of municipalities as blighted areas. Certain property in the City currently is located within urban

renewal areas authorized by the Boulder Urban Renewal Authority (“BURA”). Other redevelopment areas may be formed by BURA in the future. With respect to the property included in the boundaries of such districts and subject to a renewal plan, the assessed valuation of such property that is taxable does not increase beyond the amount existing in the year prior to the adoption of the plan (other than by means of the general reassessment). Any increase above the “base” amount is paid to the applicable authority. See “Ad Valorem Property Tax Data – History of City’s Assessed Valuation” below.

Ad Valorem Property Tax Data

A five-year history of the City’s certified assessed valuations is set forth in the following chart.

History of the City’s Assessed Valuations

<u>Levy/Collection Year</u>	<u>Total Assessed Value</u>	<u>Percent Change</u>
2020/2021	\$4,038,453,181	--
2021/2022	4,281,858,030	6.0%
2022/2023	4,227,301,563	(1.3)
2023/2024	5,095,162,033	20.5
2024/2025	5,091,582,194	(0.1)

Sources: State of Colorado, Department of Local Affairs, Division of Property Taxation, Annual Reports, 2020-2023; and the Boulder County Assessor’s Office.

A five-year history of the City’s mill levies is set forth in the following chart.

History of the City’s Mill Levy

<u>Levy/Collection Year</u>	<u>General Fund</u>	<u>Debt Service</u>	<u>Restricted⁽¹⁾</u>	<u>Total</u>
2020/2021	8.748	0.000	3.233	11.981
2021/2022	8.748	0.000	3.233	11.981
2022/2023	8.748	0.000	2.900	11.648
2023/2024	8.748	0.000	2.900	11.648
2024/2025	8.748	0.000	2.900	11.648

(1) The City Charter requires that 0.900 mills are levied for permanent parks capital funding.

Sources: State of Colorado, Department of Local Affairs, Division of Property Taxation, Annual Reports, 2020-2023; the Boulder County Assessor’s Office; and the City.

The following chart sets forth the City's ad valorem property tax collections for the time period indicated.

Property Tax Collections for the City

Levy/ Collection Year	Total Taxes Levied ⁽¹⁾	Total Current Tax Collections ⁽²⁾	Collection Rate
2019/2020	\$48,264,318	\$48,154,190	99.77%
2020/2021	48,384,708	48,263,219	99.75
2021/2022	51,300,941	51,173,299	99.75
2022/2023	49,239,609	49,143,245	99.80
2023/2024	59,348,447	59,207,220	99.76

(1) Levied amounts do not reflect abatements or other adjustments.

(2) The county treasurer's collection fees have not been deducted from these amounts. Figures do not include interest, fees and penalties.

Sources: State of Colorado, Department of Local Affairs, Division of Property Taxation, Annual Reports, 2019-2023; and the Boulder County Treasurer's Office.

Based upon the most recent information available from the County Assessor's Office, the following chart represents the largest taxpayers within the City as measured by assessed value. A determination of the largest taxpayers can be made only by manually reviewing individual tax records. Therefore, it is possible that owners of several small parcels may have an aggregate assessed value in excess of those set forth in the following chart. Furthermore, the taxpayers shown in the chart may own additional parcels within the City not included herein. No independent investigation has been made of and consequently there can be no representation as to the financial conditions of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City.

Largest Taxpayers in the City for 2024

Taxpayer Name	Assessed Valuation	Percentage of Total Assessed Valuation ⁽¹⁾
Google ⁽²⁾	\$50,727,524	1.00%
Kyndryl Inc.	45,973,827	0.90
Ball Aerospace and Technologies Corp.	41,209,112	0.81
Corden Pharma Colorado Inc.	37,554,038	0.74
Public Service Co. of Colorado - Xcel	36,691,825	0.72
Bear Mountain Holdings LLC Et Al	35,815,453	0.70
BRE-BMR Flatiron I LLC	33,473,890	0.66
BCSP Pearl East Property LLC	29,196,033	0.57
Macerich Twenty Ninth Street LLC	27,457,026	0.54
Ten Eleven Pearl LLC	<u>25,871,104</u>	<u>0.51</u>
TOTAL	<u>\$363,969,832</u>	<u>7.15%</u>

(1) Based on a 2024 certified assessed valuation of \$5,091,582,194.

(2) Google includes Google Inc. and Google LLC.

Source: Boulder County Assessor's Office.

The following table sets forth the current assessed valuation of specific classes of real and personal property within the City. Residential property accounts for the largest percentage of the City's assessed valuation, and therefore it is anticipated that owners of residential property will pay the largest percentage of ad valorem property taxes levied by the City.

2024 Assessed Valuation of Classes of Property in the City

Property Class	Total Assessed Valuation	Percent of Assessed Valuation
Residential	\$2,631,275,787	51.68%
Commercial	1,943,307,185	38.16
Industrial	418,894,867	8.23
State Assessed	65,595,200	1.29
Vacant	32,016,241	0.63
Agricultural	492,508	0.01
Natural Resources	406	0.00
TOTAL	<u>\$5,091,582,194</u>	<u>100.00%</u>

Source: Boulder County Assessor's Office.

Mill Levies Affecting Property Owners Within the City

In addition to the City's ad valorem property tax levy, owners of property located within the City are obligated to pay property taxes to other taxing entities in which their property is located. As a result, property owners within the City's boundaries may be subject to different mill levies depending upon the location of their property. The following table reflects a sample mill levy that may be imposed on certain properties within the City and is not intended to portray the mills levied against all properties within the City. Property owners within the City may be subject to a larger or smaller total mill levy than the sample given in the following table.

2024 Sample Mill Levy Affecting City Property Owners

Taxing Entity ⁽¹⁾	2024 Mill Levy ⁽²⁾
Boulder Valley School District No. Re-2	48.175
Boulder County	22.661
Boulder Downtown Commercial District F/K/A	
Boulder Central General Improvement District	3.743
Boulder Public Library District	3.500
Northern Colorado Water Conservancy District	1.000
Urban Drainage and Flood Control District	<u>0.900</u>
Total Overlapping Sample Mill Levy	<u>79.979</u>
The City	11.648
Total Sample Mill Levy	<u>91.627</u>

(1) The Regional Transportation District also overlaps the City, but does not assess a mill levy.

(2) One mill equals 1/10 of one cent. Mill levies certified in 2024 are for the collection of ad valorem property taxes in 2025.

Source: Boulder County Assessor's Office.

Estimated Overlapping General Obligation Debt

In addition to the general obligation indebtedness of the City, other taxing entities are authorized to incur general obligation debt within boundaries that overlap or partially overlap the boundaries of the City. The following chart sets forth the estimated overlapping general obligation debt chargeable to property owners within the City as of the date of this Official Statement.

Estimated Overlapping General Obligation Debt

Entity ⁽¹⁾	2024 Assessed Valuation ⁽²⁾	Outstanding General Obligation Debt	Outstanding General Obligation Debt Attributable to the City ⁽³⁾	
			Percent	Debt
Boulder Valley School District No. Re-2	\$9,594,871,164	\$849,610,000	52.36%	\$444,855,796
Knollwood Metropolitan District	12,419,796	2,587,000	100.00	2,587,000
Northern Colorado Water Conservancy District ⁽⁴⁾	32,850,659,296	1,761,985	15.44	272,050
Rocky Mountain Fire Protection District Bond Only	622,583,995	2,995,000	1.87	56,007
St. Vrain Valley School District RE-1J	5,345,916,608	550,735,000	1.26	<u>6,939,261</u>
TOTAL				<u>\$454,710,114</u>

- (1) The following entities also overlap the City, but have no reported general obligation debt outstanding: Boulder County; Boulder Downtown Commercial District F/K/A Boulder Central General Improvement District; Boulder Forest Glen Transit Pass General Improvement District; Boulder Junction Access General Improvement District – Parking; Boulder Junction Access General Improvement District – Travel Demand Management; Boulder Public Library District; Boulder Rural Fire Protection District; Downtown Boulder Business Improvement District; Left Hand Water District; Mountain View Fire Protection District; Niwot Sanitation District; Regional Transportation District; University Hill General Improvement District; and Urban Drainage and Flood Control District.
- (2) Assessed values certified in 2024 are for collection of ad valorem property taxes in 2025.
- (3) The percentage of each entity's outstanding debt chargeable to the City is calculated by comparing the assessed valuation of the portion overlapping the City to the total assessed valuation of the overlapping entity. To the extent the City's assessed valuation changes disproportionately with the assessed valuation of overlapping entities, the percentage of debt for which property owners within the City are responsible will also change.
- (4) The Northern Colorado Water Conservancy District ("NCWCD") lies in eight counties. NCWCD's general obligation debt consists of a perpetual contract payable with the United States Bureau of Reclamation for the Horsetooth Dam Rehabilitation project.

Sources: Assessors' Offices of Boulder, Gilpin, Larimer, Logan, Morgan, Sedgwick, Washington and Weld Counties; Assessor's Office of the City and County of Broomfield; and individual taxing entities.

THE CORPORATION

General

The Corporation was formed as a Colorado nonprofit corporation in 1988. The Corporation was formed for the purpose of acquiring real and personal property, and leasing, selling or otherwise conveying the same to the City.

The Corporation is governed by a nine-member board of directors, which consists of the Mayor and Council of the City. The Corporation's officers include a President, a Vice President and a Secretary-Treasurer, which, pursuant to its Bylaws, shall be the Mayor, the Mayor Pro Tem, and the Chief Financial Officer of the City, respectively.

The Corporation's Limited Liability

The Corporation has entered into the Lease with the City solely to facilitate the financing of the Project. The Corporation assigns, pursuant to the Indenture, its rights and interests under the Lease to the Trustee for the benefit of the Owners. Since the Corporation is not financially liable for, and will not make, any Lease payments (including Base Rentals or Additional Rentals), the Owners will have no right to look to the Corporation, or its assets, for any payment of the Certificates, the interest thereon or for any other payments. In addition, the Corporation has no responsibility for or control over the expenditures of the proceeds of the Certificates. The Corporation's obligations with respect to the Certificates and the Project are strictly limited to those provided for in the Lease and the Indenture. Furthermore, neither the Lease nor the Indenture creates any pecuniary liability on the part of directors or officers of the Corporation.

THE CITY

Description

The City is a municipal corporation duly organized and existing as a home rule city under Article XX of the Constitution of the State and the home rule charter of the City. The City, with an estimated population of approximately 107,000, is in north central Colorado, approximately twenty-five miles northwest of Denver, Colorado. The City encompasses twenty-five square miles and is the county seat of Boulder County.

Governing Body

The City operates under a council-manager form of government whereby all powers of the City are vested in an elected City Council. Under this form of government, the elected City Council sets the policies for the operation of the Boulder government. The administrative responsibility of the city rests with the City Manager who is appointed by the City Council. The City Council consists of nine members, including a mayor and mayor pro tem. In the 2023 November election, the City of Boulder conducted Ranked Choice Voting (RCV) for the first time to elect its Mayor. Starting in 2026, the City of Boulder will transition to even-year elections for all municipal candidate races. In order to transition to even-year elections, in the 2023 election the term length for both the Mayor and City Council members elected will be three years. The present members of the City Council, their principal occupations, lengths of service to the City Council, and terms of office are as follows:

<u>Name and Office</u>	<u>Principal Occupation</u>	<u>Date Elected</u>	<u>Term Expires</u>
Aaron Brockett, Mayor	Computer programmer	11/2023	11/2026
Mark Wallach, Council member	Retired attorney and developer	11/2021	11/2025
Matt Benjamin, Council member	Astronomer	11/2021	11/2025
Lauren Folkerts, Mayor Pro Tem	Architect	11/2021	11/2025
Tina Marquis, Council member	Marketing	11/2023	11/2026
Nicole Speer, Council member	Scientist	11/2021	11/2025
Taishya Adams, Council member	Educator and environmentalist	11/2023	11/2026
Tara Winer, Council member	Small business owner	11/2023	11/2026
Ryan Schuchard, Council member	Financial consultant	11/2023	11/2026

Administrative Personnel

Various individuals are responsible for implementation of the City Council's actions with respect to the day-to-day operation and maintenance of the City. The following paragraphs summarize the background and experience of selected City administrative personnel.

The City Manager manages the day-to-day business of the City government; sets strategic direction to achieve the City's community sustainability goals; implements council determined policies; coordinates community issues between departments; and supervises the work of the departments.

Ms. Rivera-Vandermyde joined the City in 2021 and currently serves as the City Manager. She has been a local government leader since 2013 when she was hired by the City of Minneapolis, Minnesota, as the director of regulatory services. She progressed to the roles

of deputy city coordinator and city coordinator within that time. In 2019, she moved to Austin, Texas to take on a deputy city manager role. Rivera-Vandermyde received her Juris Doctor degree from New York University School of Law and her Bachelor of Arts in Political Science and English from Amherst College.

Chris Meschuk, Deputy City Manager. Mr. Meschuk serves as Deputy City Manager. Chris joined the city in 2005 and has served in numerous roles in the City Manager’s office and planning department, most recently as Assistant City Manager. As Deputy City Manager, Mr. Meschuk serves as the City Manager Liaison on citywide issues and projects, working in collaboration with City departments to support the City’s current and future needs. He holds a master’s degree in urban and Regional Planning from the University of Colorado Denver, a Bachelor of Environmental Design from the University of Colorado Boulder and is a certified Planner with the American Institute of Certified Planners. Mr. Meschuk currently volunteers with community service and youth leadership development organizations.

Joel Wagner, Interim Chief Financial Officer. Joel Wagner was appointed Interim Chief Financial Officer in November 2024 after serving as the Finance Deputy Director for two years. Joel joined the City in 2014 to lead the financial and administrative aspects of the city’s recovery from the 2013 floods and grew into project management and division management roles in the support of the City’s vision of service excellence for an inspired future. Prior to joining the City, Joel served as Director of Finance for the Stewardship Council, a Private Foundation that supported land conservation and environmental education for underserved youth throughout Central and Northern California. Joel holds an undergraduate degree in Finance from the University of Colorado, and a Master of Business Administration from San Francisco State University.

Growth Policy

The City and County have jointly adopted a comprehensive plan, the Boulder Valley Comprehensive Plan (the “BVCP”), that directs new urban development to the City’s service area, preserves land outside the urban growth boundary, promotes a compact community, provides for affordable housing, and promotes alternative transportation modes. A mid-term review to the plan began in 2017 and was adopted in 2021. A link to the plan can be found here <https://bouldercolorado.gov//media/3350/download>.

Based on the most recent data, the City, and its service area (Areas I and II) had a population of approximately 107,000 (2020 estimate) and employment of 98,499 (2019 estimate). Approximately 30,000 students attend the University of Colorado. Over the next 25 years, the City is projected to add another 6,500 housing units, 19,000 people and 19,000 jobs. It should be noted that these projections occur only with every major update to the BVCP. The next major update is anticipated to occur in 2025. Since there is little vacant land left in the City’s service area, most of the growth will occur through redevelopment.

Public Utilities

Water and sewer services are provided by the City. Gas and electricity for the City are currently provided by Xcel Energy. Rates for gas, electricity and telephone services are provided by private companies regulated by the Public Utilities Commission.

Retirement and Pension Matters

City employees are covered under several retirement plans and other, non-City funded postemployment benefits are available to employees. The matters are discussed in significant detail in Notes V, W and X to the City's audited financial statements, attached to this Official Statement as Appendix A.

Labor Relations

Non-management, non-exempt employees of most City departments are presently represented by the BMEA. As of August 15, 2023, there were 401 standard employees represented by the BMEA. In addition, the City also has economic contracts with the police association (164 employees) and the firefighters' association (118 employees); those contracts have been renewed through the last pay period of 2023. New contracts with each association are pending ratification and approval, extending contracts to December 31, 2024, with BMEA and December 31, 2025 with the firefighters' association and police association. In the opinion of the City's Human Resources Director, the City's relationship with its employees is presently good.

Risk Management

General. The City Council acts to protect the City against loss and liability by maintaining certain insurance coverages, including property, general liability, automobile, law enforcement, public officials' errors and omissions, crime coverages, cybersecurity, workers' compensation, flood, terrorism, equipment breakdown, art, airport liability, drone, and fiduciary. The City's current coverages expire on April 15, 2025, prior to which point the Risk Management division will work with the City's insurance broker to secure renewals or new lines of coverage. The City's various insurance policies have varying premiums, deductibles, and coverage limits.

In the opinion of the Chief Financial Officer, the City's insurance policies provide adequate insurance protection for the City. See Note J in the audited financial statements attached hereto for a description of the City's 2023 risk management activities.

Cybersecurity. The City has not been the subject of any successful cyberattack that impacted or affected operations or financial recording/reporting functions. The City has cybersecurity training programs and mitigation/prevention plans for cyberattacks. Additionally, the City has cybersecurity insurance.

CITY FINANCIAL AND DEBT STRUCTURE

Budget Process

The City's fiscal year runs in tandem with the calendar year (January 1 to December 31). The budget development timeline is established by the Charter and the process is designed to allow for early and active Council participation with an emphasis on public input. Although the budget is developed throughout the year, the majority of the effort occurs between February and October, with the budget for the coming fiscal year adopted by December 1 as required by the Charter. Once the budget is adopted, departments are given full spending authority for their budgets within the parameters of the City's policy guidelines. In years where new initiatives are launched and/or other unique circumstances become apparent after annual budget approval, adjustments to the base budget may be brought forward for Council consideration.

Financial Statements

General. The City Charter requires that an annual audit of the City's financial statements be made as soon as practicable after the close of each fiscal year. State law also requires an annual audit to be made of the City's financial statements at the end of the fiscal year. The audited financial statements must be filed with the City Council within six months after the end of the fiscal year and with the state auditor 30 days thereafter. Failure to file an audit report may result in the withholding of the City's property tax revenues by the county treasurers pending compliance.

The City's audited basic financial statements, derived from the City's 2023 Annual Comprehensive Financial Report ("ACFR"), are attached to this Official Statement as Appendix A. Those financial statements are the most current audited financial information available for the City.

Awards. The City received the Certificate of Achievement for Excellence in Financial Reporting awarded by the GFOA for its 2022 ACFR. This is the 34th consecutive year that the City has achieved this prestigious award and the forth-first year in total. The certificate is the highest form of recognition in the area of governmental financial reporting and is awarded to governmental entities whose comprehensive annual financial reports are judged to conform substantially to program standards. The City has submitted its 2023 ACFR for award consideration.

Additionally, the City received the GFOA's Distinguished Budget Presentation Award for its 2023 Budget document. To qualify for the Distinguished Budget Presentation Award, the City's Budget document had to be judged proficient as a policy document, a financial plan, an operations guide and a communications device.

Debt Limitation

The Charter limits City indebtedness to no more than three percent of the total assessed valuation of real property within the City. The City's 2024 assessed valuation is \$5,091,582,194 therefore, the maximum general obligation debt permitted by the Charter is \$152,747,466. This limit does not include revenue bonds, even if there is a contingent pledge of the full faith and credit of the City. The City presently has no indebtedness outstanding which applies toward the debt limit.

Outstanding Obligations

Revenue Obligations with General Obligation Pledge. Set forth below are certain obligations of the City outstanding secured with a pledge of revenues other than the Net Income and additionally secured by a pledge of the City's full faith and credit.

Outstanding Revenue Bonds Secured by a General Obligation Pledge

<u>Obligation</u>	<u>Principal Outstanding (as of 12/31/2024)</u>
Open Space Acquisition Bonds, Series 2014	\$5,570,000
Waste Reduction Refunding Note, Series 2020	1,840,000
Total	<u>\$7,410,000</u>

Other Revenue Obligations. The City has the authority to issue revenue obligations payable from the net revenues derived from the operation of municipality-owned utilities or other income producing projects or from the revenue received from certain taxes other than ad valorem property taxes. Such obligations do not constitute an indebtedness of the City as defined by the City Charter; however, except for refinancing bonded debt at a lower interest rate, TABOR requires that all multiple fiscal year obligations of the City have voter approval, unless the City qualifies the issuing utility as an enterprise, which would exempt the issuance of such debt from the provisions of TABOR.

The following table sets forth the City's revenue obligations, including those secured by the Net Income (other than conduit issuances), which are outstanding as of December 1, 2024.

Other Outstanding Revenue Obligations

<u>Bond Issue</u>	<u>Principal Outstanding (as of 12/01/24)</u>
Water and Sewer Revenue Refunding Bonds, Series 2012	\$ 2,945,000
Water and Sewer Revenue Bonds, Series 2015	6,215,000
Stormwater and Flood Management Revenue Bonds, Series 2015	13,415,000
Water and Sewer Revenue Bonds, Series 2016	21,055,000
Water and Sewer Revenue Bonds, Series 2018	29,470,000
Water and Sewer Revenue Refunding Note, Series 2020	3,155,000
Water and Sewer Revenue Bonds, Series 2022	39,325,000
Water and Sewer Revenue Bonds, Series 2024	83,000,000
Colorado Water Resources and Power Development Authority Loans 2024	16,207,675
Total	<u>\$214,787,675</u>

General Fund Bonds. In 2020, the City issued its Taxable Pension Obligation Refunding Note, Series 2020, which is presently outstanding in the aggregate principal amount of \$3,370,000 and in 2021 the City issued its General Fund Refunding Note, Taxable Converting to Tax-Exempt, Series 2021, which is presently outstanding in the aggregate principal amount of \$20,480,000. These bonds are not general obligations of the City but are secured by all legally available funds and revenues of the City's General Fund.

Special Assessment Bonds. The City has the power to create special improvement districts and to issue special assessment bonds payable from assessments against benefited properties within the district. The City does not have any outstanding special improvement districts.

Leases and Long-Term Contracts. The City Council has the authority to enter installment or lease option contracts, subject to annual appropriation, for the purchase of property or capital equipment without prior electoral approval as described in “LEGAL MATTERS-Certain Constitutional Limitations.” The term of any such contract may not extend over a period greater than the estimated useful life of the property or equipment. As of December 1, 2024, the City has outstanding approximately \$5,359,000 of lease purchase revenue notes, which are subject to annual appropriation and payable from revenues guaranteed by the City’s open space sales and use tax.

The City has also entered into a lease purchase agreement with the Boulder Municipal Property Authority dated as of November 1, 2015 (the “2015 Lease”) with respect to several buildings and properties used by the City. In connection with the 2015 Lease, Taxable Certificates of Participation, Series 2015, were issued and are presently outstanding in the aggregate principal amount of \$26,825,000. The City’s obligation to pay rent under the 2015 Lease is subject to annual appropriation and may be terminated by the City during any fiscal year for all subsequent fiscal years. The City’s annual rental payments under the 2015 Lease total approximately \$2.8 million per year through 2036.

In addition, the City has entered into a lease purchase agreement with the Boulder Municipal Property Authority dated as of September 1, 2019 (the “2019 Lease”) with respect to several buildings and properties used by the City. In connection with the 2019 Lease, Taxable Certificates of Participation, Series 2019, were issued and are presently outstanding in the aggregate principal amount of \$15,915,000. The City’s obligation to pay rent under the 2019 Lease is subject to annual appropriation and may be terminated by the City during any fiscal year for all subsequent fiscal years. The City’s annual rental payments under the 2019 Lease total approximately \$1.3 million per year through 2039.

Mill Levy Limitations and Tax Rates

The Charter restricts the property tax levy to 13.0 mills on a dollar of assessed valuation. This limitation does not include special assessments for local improvements, payment of interest or principal on bonded indebtedness or the charter mill levy for health and hospital purposes. Article X, Section 20 of the Colorado Constitution, however, imposes limitations which are substantially more restrictive than those of the Charter. See “LEGAL MATTERS-Certain Constitutional Limitations.”

The current total City mill levy is 11.648. The general operating mil levy is 8.748; earmarked funds from the property tax include 2.000 mills for public safety and 0.900 mills for the Permanent Park and Recreation Fund.

ECONOMIC AND DEMOGRAPHIC INFORMATION

This portion of the Official Statement contains general information concerning historic economic and demographic conditions in and surrounding the City. It is intended only to provide prospective investors with general information regarding the City's community. The information was obtained from the sources indicated and is limited to the time periods indicated. The information is historic in nature; it is not possible to predict whether the trends shown will continue in the future. The City makes no representation as to the accuracy or completeness of data obtained from parties other than the City.

Population

The following table sets forth the populations of the City, Boulder County and the State of Colorado for the time periods shown. Between 2010 and 2020, the population of the City increased 11.2% and the population of Boulder County increased 12.3%. The State's population increased 14.8% during the same time period.

Year	<u>Population</u>					
	City of Boulder	Percent Change	Boulder County	Percent Change	Colorado	Percent Change
1980	76,685	--	189,625	--	2,889,735	--
1990	83,312	8.6%	225,339	18.8%	3,294,394	14.0%
2000 ⁽¹⁾	94,673	13.6	269,814	19.7	4,301,261	30.6
2010	97,385	2.9	294,567	9.2	5,029,196	16.9
2020	108,250	11.2	330,758	12.3	5,773,714	14.8
2021	104,704	--	327,096	--	5,811,121	--
2022	107,037	2.2%	327,372	0.1%	5,840,234	0.5%
2023	106,852	(0.2)	326,663	(0.2)	5,876,300	0.6

(1) The Colorado State Demography Office adjusted the 2000 figure for Boulder County to reflect the 2001 creation of the City and County of Broomfield.

Sources: United States Department of Commerce, Bureau of the Census (1980-2020) and Colorado State Demography Office (2021-2023 estimates, which are subject to periodic revisions, and 2000 figure for Boulder County).

Income

The following table sets forth annual per capita personal income levels for Boulder County, the State and the United States. Per capita levels in Boulder County have consistently exceeded State and national levels during the period shown.

Annual Per Capita Personal Income

<u>Year⁽¹⁾</u>	<u>Boulder County</u>	<u>Colorado</u>	<u>United States</u>
2019	\$78,641	\$61,276	\$55,566
2020	81,963	64,693	59,123
2021	92,317	71,706	64,460
2022	95,454	76,674	66,244
2023	100,242	80,068	69,810

(1) Figures for Boulder County updated November 14, 2024. State and national figures updated September 27, 2024. All figures are subject to periodic revisions.

Source: United States Department of Commerce, Bureau of Economic Analysis.

Employment

The following table presents information on employment within Boulder County, the State and the United States for the period indicated.

<u>Year</u>	<u>Labor Force and Percent Unemployed</u>		<u>Colorado⁽¹⁾</u>		<u>United States</u>
	<u>Boulder County⁽¹⁾</u>		<u>Labor Force</u>	<u>Percent Unemployed</u>	<u>Percent Unemployed</u>
2019	194,132	2.3%	3,104,684	2.7%	3.7%
2020	190,477	5.7	3,082,228	6.8	8.1
2021	197,273	4.4	3,149,673	5.5	5.3
2022	200,348	2.6	3,186,932	3.1	3.6
2023	202,678	2.8	3,230,482	3.2	3.6
<u>Month of October</u>					
2023	204,743	2.9%	3,244,344	3.2%	3.8%
2024	206,057	4.1	3,272,611	4.4	4.1

(1) Figures for Boulder County and the State are not seasonally adjusted.

Sources: State of Colorado, Department of Labor and Employment, Labor Market Information, Labor Force Data and United States Department of Labor, Bureau of Labor Statistics.

The following table sets forth the number of individuals employed within selected Boulder County industries that are covered by unemployment insurance. In 2023, the largest employment sector in Boulder County was professional and technical services (comprising approximately 18.3% of the county's work force), followed, in order, by educational services, health care and social assistance, manufacturing, and accommodation and food services. For the twelve-month period ended December 31, 2023, total average employment in Boulder County increased 0.9% as compared to the same period ending December 31, 2022, and the average weekly wage increased by approximately 4.1% during the same period.

Average Number of Employees within Selected Industries - Boulder County

Industry	2019	2020	2021	2022	2023	2024 ⁽²⁾
Accommodation and Food Services	17,956	13,441	15,391	17,074	17,250	15,793
Administrative and Waste Services	6,416	6,198	6,250	6,122	5,697	5,330
Agriculture, Forestry, Fishing, Hunting	569	611	650	694	634	551
Arts, Entertainment and Recreation	3,475	2,605	2,837	3,303	3,619	3,559
Construction	5,837	5,447	5,457	5,581	5,744	5,377
Educational Services	23,172	22,172	21,997	22,937	23,494	23,910
Finance and Insurance	4,118	4,108	4,158	4,297	4,123	3,965
Government	8,447	8,323	7,997	8,036	8,332	8,230
Health Care and Social Assistance	23,357	22,056	22,702	22,429	23,248	23,319
Information	8,603	8,527	8,977	9,391	8,580	8,830
Management of Companies/Enterprises	1,525	1,614	1,811	1,873	1,899	1,912
Manufacturing	19,804	20,056	21,076	21,949	21,230	20,855
Mining	177	172	226	206	195	204
Non-classifiable	17	20	18	20	72	10
Other Services	5,415	4,862	5,240	5,454	5,649	5,734
Professional and Technical Services	30,085	30,439	32,063	34,751	35,715	34,723
Real Estate, Rental and Leasing	2,782	2,700	2,843	2,766	2,741	2,496
Retail Trade	17,493	16,565	17,181	16,700	16,824	16,524
Transportation and Warehousing	2,177	2,291	2,343	2,185	2,197	2,208
Utilities	307	311	330	392	498	531
Wholesale Trade	<u>6,730</u>	<u>6,481</u>	<u>6,778</u>	<u>7,223</u>	<u>7,335</u>	<u>7,698</u>
Total ⁽¹⁾	<u>188,461</u>	<u>178,999</u>	<u>186,322</u>	<u>193,381</u>	<u>195,074</u>	<u>191,759</u>

- (1) Figures may not equal totals when added due to the rounding of averages or the inclusion in the total figure of employees that were not disclosed in individual classifications.
- (2) Figures are averaged through the first quarter of 2024.

Source: State of Colorado, Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages (QCEW).

Major Employers

The following table sets forth a selection of the largest public and private employers in Boulder County. No independent investigation of the stability or financial condition of the employers listed hereafter has been conducted; therefore, no representation can be made that these employers will continue to maintain their status as major employers in the area.

Major Employers in Boulder County

Name of Employer	Product or Service	Estimated Number of Employees ⁽¹⁾
University of Colorado at Boulder	Higher education	10,489 ⁽²⁾
Ball Aerospace & Technologies Corporation	Aerospace, technologies, and services	5,200
St. Vrain Valley School District RE-1J	K-12 education	3,831 ⁽³⁾
Boulder Valley School District No. Re-2	K-12 education	3,786 ⁽⁴⁾
Boulder Community Health	Healthcare	2,300
Boulder County	Government	2,075
Google	Internet services and products	1,500
Good Samaritan Medical Center	Healthcare	1,200
University Corp. for Atmos. Research	Research and training	1,200
Longmont Community Hospital	Healthcare	1,000

(1) December 2023 figures unless otherwise noted.

(2) Figure as of October 17, 2024. Figure does not include student employees.

(3) Full-time equivalent employees as presented in the employer's Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024.

(4) Full-time equivalent employees as presented in the employer's Annual Comprehensive Financial Report for the fiscal year ended June 30, 2023.

Sources: Colorado Department of Labor and Employment as presented in the Boulder County *Annual Comprehensive Financial Report* for the year ended December 31, 2023; and individual employers.

Foreclosure Activity

The following table sets forth the number of foreclosures filed in Boulder County during the time period shown. Such information only represents the number of foreclosures filed and does not consider foreclosures that were filed and subsequently redeemed or withdrawn.

History of Foreclosures – Boulder County

Year	Number of Foreclosures	Percent Change
2019	146	--
2020	48	(67.1)%
2021	38	(20.8)
2022	127	234.2
2023	116	(8.7)
2024 ⁽¹⁾	109	--

(1) Figures are for foreclosures filed from January 1 through November 30, 2024.

Sources: Colorado Division of Housing (2019 to 2020 figures) and Boulder County Public Trustee's Office (2021 to 2024 figures).

TAX MATTERS

Generally

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, the portion of the Base Rentals allocable to the Certificates paid by the City which is designated and paid as interest (including any original issue discount properly allocable to the owner of a Certificate), as provided in the Lease and received by the Owners of the Certificates (the “Interest Portion”), is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The opinion described above assumes the accuracy of certain representations and compliance by the City, the Corporation and the Trustee with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Certificates. Failure to comply with such covenants could cause the Interest Portion to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Certificates. The City, the Corporation and the Trustee have covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Certificates. The Interest Portion may affect the federal alternative minimum tax imposed on certain corporations.

The accrual or receipt of interest on the Certificates may otherwise affect the federal income tax liability of the owners of the Certificates. The extent of these other tax consequences will depend upon such owners’ particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences.

Purchasers of the Certificates, particularly purchasers that are corporations (including S corporations, foreign corporations operating branches in the United States of America, and certain corporations subject to the alternative minimum tax imposed on corporations), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Certificates.

Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent the Interest Portion is excludable from gross income for federal income tax purposes, such Interest Portion is excludable from Colorado taxable income and Colorado alternative minimum taxable income. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Certificates under the laws of the State or any other state or jurisdiction.

Original Issue Premium

The Certificates that have an original yield below their respective interest rates, as shown on the cover page of this Official Statement (collectively, the “Premium Certificates”), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Certificate over its stated redemption price at maturity constitutes premium on such Premium Certificate. A purchaser of a Premium Certificate must amortize any premium over such Premium Certificate’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of

Premium Certificates callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser's basis in such Premium Certificate is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Certificate prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Certificates should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Certificate.

Original Issue Discount

The Certificates that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "Discounted Tax-Exempt Obligations"), are being sold at an original issue discount. The difference between the initial public offering prices of the Discounted Tax-Exempt Obligations and their stated amounts to be paid at maturity, (excluding "qualified stated interest" within the meaning of Section 1.1273-1 of the Regulations) constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount which is treated as having accrued with respect to such Discounted Tax -Exempt Obligation is added to the cost basis of the owner in determining, for federal income tax purposes, gain or loss upon disposition of a Discounted Tax -Exempt Obligation (including its sale, redemption or payment at maturity). Amounts received upon disposition of a Discounted Tax-Exempt Obligation which are attributable to accrued original issue discount will be treated as tax exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discounted Tax-Exempt Obligation, on days which are determined by reference to the maturity date of such Discounted Tax-Exempt Obligation. The amount treated as original issue discount on a Discounted Tax -Exempt Obligation for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discounted Tax -Exempt Obligation (determined by compounding at the close of each accrual period); and (ii) the amount which would have been the tax basis of such Discounted Tax -Exempt Obligation at the beginning of the particular accrual period if held by the original purchaser; and less (b) the amount of any interest payable for such Discounted Tax -Exempt Obligation during the accrual period. The tax basis is determined by adding to the initial public offering price on such Discounted Tax-Exempt Obligation the sum of the amounts which have been treated as original issue discount for such purposes during all prior periods. If a Discounted Tax-Exempt Obligation is sold between semiannual compounding dates, original issue discount which would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discounted Tax-Exempt Obligations should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date and with respect to the state and local consequences of owning a Discounted Tax-Exempt Obligation. Subsequent purchasers of Discounted Tax-Exempt Obligations that purchase such

bonds for a price that is higher or lower than the “adjusted issue price” of the bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Backup Withholding

An owner of a Certificate may be subject to backup withholding at the applicable rate determined by statute with respect to interest paid with respect to the Certificates if such owner fails to provide to any person required to collect such information pursuant to Section 6049 of the Code with such owner’s taxpayer identification number, furnishes an incorrect taxpayer identification number, fails to report interest, dividends or other “reportable payments” (as defined in the Code) properly, or, under certain circumstances, fails to provide such persons with a certified statement, under penalty of perjury, that such owner is not subject to backup withholding.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading “TAX MATTERS” or adversely affect the market value of the Certificates. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Certificates. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Certificates or the market value thereof would be impacted thereby. Purchasers of the Certificates should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Certificates, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE CERTIFICATES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE CERTIFICATES AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE CERTIFICATES.

LEGAL MATTERS

Litigation

General. The City has been advised that to the best knowledge of the City Attorney as of the date of this Official Statement, there are no suits or claims currently pending or threatened against the City that will materially and adversely affect the financial condition or operations of the City; the Leased Property; the City’s power to execute and deliver the Lease; the proceedings and authority under which the Certificates are issued, or affecting the validity of the Certificates; and neither the corporate existence nor the boundaries of the City or the title of its present officers to their respective offices is being contested.

Sovereign Immunity

The Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S. (the “Immunity Act”), provides that, with certain specified exceptions, sovereign immunity acts as a bar to any action against a public entity, such as the City, for injuries which lie in tort or could lie in tort.

The Immunity Act provides that sovereign immunity is waived by a public entity for injuries occurring as a result of certain specified actions or conditions, including: the operation of a non-emergency motor vehicle owned or leased by the public entity; operation and maintenance of any public water, gas, sanitation, electrical, power or swimming facility; a dangerous condition of any public building; the operation of any public water facility; and a dangerous condition of a public highway, road or street as provided in the Immunity Act. In such instances, the public entity may be liable for injuries arising from an act or omission of the public entity, or an act or omission of its public employees, which are not willful and wanton, and which occur during the performance of their duties and within the scope of their employment. The City may not be held liable under the Immunity Act either directly or by indemnification for punitive or exemplary damages unless the City voluntarily pays such damages in accordance with State law.

The maximum amounts that may be recovered under the Immunity Act for injuries occurring on or after January 1, 2022, whether from one or more public entities and public employees, are as follows: (a) for any injury to one person in any single occurrence, the sum of \$424,000; (b) for an injury to two or more persons in any single occurrence, the sum of \$1,195,000; except in such instance, no person may recover in excess of \$424,000. These amounts increase every four years pursuant to a formula based on the Denver-Aurora-Greeley Consumer Price Index. The City may increase any maximum amount that may be recovered from the City for certain types of injuries. However, the City may not be held liable either directly or by indemnification for punitive or exemplary damages unless the City voluntarily pays such damages in accordance with State law. The City has not acted to increase the damage limitations in the Immunity Act.

The City may be subject to civil liability and damages including punitive or exemplary damages, without any limitations on damages or sovereign immunity, for actions founded upon various federal laws, or other actions filed in federal court. Examples of such civil liability include suits filed pursuant to 42 U.S.C. § 1983 alleging the deprivation of federal constitutional or statutory rights of an individual. The City’s police officers can also have similar Section 1983 liability under C.R.S. Section 13-21-131 for violating an individual’s rights under Colorado’s Bill of Rights in Article II of the Colorado Constitution. In addition, the City may be enjoined from engaging in anti-competitive practices which violate the antitrust laws.

Approval of Certain Legal Proceedings

In connection with the Certificates, Kutak Rock LLP, as Bonds Counsel, will render its opinion as to the validity of the. See Appendix D - Form of Bond Counsel Opinion. Butler Snow LLP is acting as special counsel to the City in connection with this Official Statement. Certain matters will be passed upon for the City by the City Attorney.

Certain Constitutional Limitations

General. At the general election on November 3, 1992, the voters of Colorado approved Article X, Section 20 of the Colorado Constitution (“TABOR”). In general, TABOR restricts the ability of the State and local governments to increase revenues and spending, to impose taxes, and to issue debt and certain other types of obligations without voter approval. TABOR generally applies to the State and all local governments, including the City (“local governments”), but does not apply to “enterprises,” defined as government-owned businesses authorized to issue revenue bonds and receiving under 10% of annual revenue in grants from all state and local governments combined.

Some provisions of TABOR are unclear and will require further judicial interpretation. No representation can be made as to the overall impact of TABOR on the future activities of the City, including its ability to generate sufficient revenues for its general operations, to undertake additional programs or to engage in any subsequent financing activities.

Voter Approval Requirements and Limitations on Taxes, Spending, Revenues, and Borrowing. TABOR requires voter approval in advance for: (a) any new tax, tax rate increase, mill levy above that for the prior year, valuation for assessment ratio increase, extension of an expiring tax, or a tax policy change causing a net tax revenue gain; (b) any increase in a local government’s spending from one year to the next in excess of the limitations described below; (c) any increase in the real property tax revenues of a local government from one year to the next in excess of the limitations described below; or (d) creation of any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever, subject to certain exceptions such as the refinancing of obligations at a lower interest rate. The Lease does not constitute a multiple-fiscal year financial obligation of the City and thus may be entered into without an election.

TABOR limits increases in government spending and property tax revenues to, generally, the rate of inflation and a local growth factor which is based upon, for school districts, the percentage change in enrollment from year to year, and for non-school districts, the actual value of new construction in the local government. Unless voter approval is received as described above, revenues collected in excess of these permitted spending limitations must be rebated. Debt service, however, can be paid without regard to any spending limits, assuming revenues are available to do so.

At the November 2, 1993, election, City voters authorized the City to collect, retain, and expend without regard to the revenue and limitations imposed by TABOR, the full proceeds of the City’s sales and use tax, admission tax, accommodations tax, and non-federal grants. At the November 8, 1994 election, City voters approved an increase in the City’s trash tax and an education excise tax and allowed the City to collect and spend the full proceeds of such taxes and any interest thereon.

At the November 5, 1996, election, City voters authorized the City to remove TABOR restrictions on all revenues (except property tax) and expenditures of the City, and authorized the collect, retention and expenditures of all revenues of the City free from current revenue and expenditure limitations and from any limitations that may be enacted in the future without the amendment of the City’s Charter by the electors of the City.

In addition, at the November 4, 2008, election, the City voters authorized the City to remove TABOR restrictions on property tax revenues collected above the limits imposed by

TABOR. The election specified that retention above TABOR limits will not rise more than 0.5 mills annually for tax collection years 2009 and beyond up to the maximum allowable level of property taxes and that any tax monies that are collected above those that the City may retain will be credited to property owners as an offset against the subsequent year's taxes.

Emergency Reserve Funds. TABOR also requires local governments to establish emergency reserve funds. The reserve fund must consist of at least 3% of fiscal year spending. TABOR allows local governments to impose emergency taxes (other than property taxes) if certain conditions are met. Local governments are not allowed to use emergency reserves or taxes to compensate for economic conditions, revenue shortfalls, or local government salary or benefit increases. The City has set aside emergency reserves as required by TABOR.

Other Limitations. TABOR also prohibits new or increased real property transfer tax rates and local government income taxes. TABOR allows local governments to enact exemptions and credits to reduce or end business personal property taxes; provided, however, the local governments' spending is reduced by the amount saved by such action. With the exception of K-12 public education and federal programs, TABOR also allows local governments (subject to certain notice and phase-out requirements) to reduce or end subsidies to any program delegated for administration by the general assembly; provided, however, the local governments' spending is reduced by the amount saved by such action.

Police Power

The obligations of the City are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of America of the powers delegated to it by the Federal Constitution, including bankruptcy.

INDEPENDENT AUDITORS

The basic financial statements of the City as of December 31, 2023, and for the year then ended, included in this Limited Offering Memorandum as Appendix A, have been audited by CliftonLarsonAllen LLP, Broomfield, Colorado, as stated in the report appearing therein.

The City has not requested and will not obtain a consent letter from its auditor for the inclusion of the audit report in this Official Statement. CliftonLarsonAllen LLP, the City's independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP, also has not performed any procedures relating to this Official Statement.

MUNICIPAL ADVISOR

Hilltop Securities Inc., Denver, Colorado, has served as the Municipal Advisor to the City with respect to the sale of the Certificates. As the City's municipal advisor, the Municipal Advisor has assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring, rating and issuance of the Certificates. In its role of Municipal Advisor to the city, the Municipal Advisor has not undertaken either to make an independent verification of or to assume responsibility for the accuracy or completeness of the information contained in the Official Statement and the appendices hereto.

RATING

Moody’s Investors Service (“Moody’s”) has assigned the Certificates the rating shown on the cover page of this Official Statement. An explanation of the significance of any Moody’s ratings may be obtained from Moody’s at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007.

Such rating reflects only the views of the rating agency, and there is no assurance that the rating will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price or liquidity of the Certificates. Other than the City’s obligations under the Disclosure Undertaking, neither the City nor the Municipal Advisor has undertaken any responsibility to bring to the attention of the owners of the Certificates any proposed change in or withdrawal of such rating once received or to oppose any such proposed revision.

PUBLIC SALE

The City expects to offer the Certificates at public sale on April 29, 2025. See the Notice of Public Sale dated April 13, 2025.

OFFICIAL STATEMENT CERTIFICATION

The preparation of this Official Statement and its distribution has been authorized by the City Council of the City and the Board of Directors of the Corporation. This Official Statement is hereby duly approved by the City and the Corporation as of the date on the cover page hereof.

CITY OF BOULDER, COLORADO

THE BOULDER MUNICIPAL
PROPERTY AUTHORITY

By: _____
Mayor

By: _____
President

APPENDIX A

AUDITED BASIC FINANCIAL STATEMENTS OF THE CITY AS OF AND FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023

NOTE: The audited basic financial statements of the City for the year ended December 31, 2023, have been excerpted from the City's Comprehensive Annual Financial Report for that year. Certain statistical tables and other information were purposely excluded from this Appendix A. Such statements provide supporting details and are not necessary for a fair presentation of the audited basic financial statement of the City.

APPENDIX B
CERTAIN DEFINITIONS AND DOCUMENT SUMMARIES

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Certificates. The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Certificates, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Certificates are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption proceeds on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest or redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the City or the Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Certificate certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Certificate certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Boulder, Colorado (the “City”) in connection with the issuance of the Certificates of Participation, Series 2025, dated as of May __, 2025, in the aggregate principal amount of \$_____ (the “Certificates”). The Certificates are being executed and delivered pursuant to a Mortgage and Indenture of Trust dated as of May 1, 2025, between The Boulder Municipal Property Authority and U.S. Bank National Association, as trustee (the “Trustee”). The City covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Certificates and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Fiscal Year” shall mean the period beginning on January 1 and ending on December 31, or such other 12-month period as may be adopted by the City in accordance with law.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

“Official Statement” means the final Official Statement prepared in connection with the Certificates.

“Participating Underwriter” shall mean the original underwriter of the Certificates required to comply with the Rule in connection with an offering of the Certificates.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than July 31 following the end of the City’s fiscal year, commencing on July 31, 2025, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if the City has selected one). The Annual Report may be submitted as a single document or as separate documents comprising a package and may

cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report.

(b) If the City is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the City shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit “A.”

SECTION 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit “B” hereto, which is contained in the tables in the Official Statement with respect to the Certificates.

Any or all the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB’s Internet Web Site or filed with the SEC. The City shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The City shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the events listed below with respect to the Certificates. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Certificates.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, *if material*;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of Certificate holders, *if material*;
- (8) Certificate calls, *if material*, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Certificates, *if material*;
- (11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;⁶

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation⁷ of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Certificates; (ii) the date that the City shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Certificates.

SECTION 8. Dissemination Agent.

⁶ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

⁷ For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the City intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

(a) The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the City elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the City and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the City described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the City at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the City that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Certificates, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The City will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Certificates and shall create no rights in any other person or entity.

DATE: _____

CITY OF BOULDER, COLORADO

By: _____
Director of Finance

EXHIBIT "A"

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of City: City of Boulder, Colorado
Name of Certificate Issue: Certificates of Participation, Series 2025
Date of Issuance: May __, 2025
CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Certificates as required by the Continuing Disclosure Certificate dated May __, 2025. The City anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

CITY OF BOULDER, COLORADO

EXHIBIT “B”

OFFICIAL STATEMENT TABLES TO BE UPDATED

See page -iv- of this Official Statement

APPENDIX E

FORM OF BOND COUNSEL OPINION

_____, 2025

§ _____
City of Boulder, Colorado
(Acting through its Stormwater and Flood Management Utility Enterprise)
Stormwater and Flood Management Revenue Bonds
Series 2025

We have examined the Charter of the City of Boulder, Colorado (the “City”), in the County of Boulder (the “County”) and the State of Colorado (the “State”), and a certified copy of the transcript of proceedings of the City relating to the issuance by the City, acting through its Stormwater and Flood Management Utility Enterprise, of its Stormwater and Flood Management Revenue Bonds, Series 2025 (the “Series 2025 Bonds”). The Series 2025 Bonds are executed and delivered in the aggregate principal amount of \$ _____ and are dated, bear interest at the rates and mature on the dates provided in the Bond Ordinance (defined below). The Series 2025 Bonds are executed and delivered solely as fully-registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2025 Bonds are subject to redemption prior to maturity in the manner and upon the terms set forth therein and in the Bond Ordinance.

The Series 2025 Bonds have been issued under and pursuant to the Constitution and laws of the State, including particularly to a vote of the City’s electorate in November of 1994, the Charter of the City, the Enterprise Ordinance, the City Code of the City, and an emergency bond ordinance finally adopted by the City on March 6, 2025 (the “Bond Ordinance”). The proceeds of the Series 2025 Bonds are being used to (a) acquire, construct, improve and equip certain stormwater and flood mitigation improvements in the City, including the acquisition of ownership and easement interests in land necessary for such improvements; (b) establish a reserve fund and (c) pay the costs of issuance of the Series 2025 Bonds. Terms used but not defined herein shall have the meanings given to them in the Bond Ordinance.

In our opinion, the proceedings show lawful authority for the issuance of the Series 2025 Bonds.

We have also examined an executed the form of bond of said issue of Series 2025 Bonds and have found it to be in proper form and executed by the proper officers of the City. In our opinion, based upon our examination as set forth above, the Series 2025 Bonds constitute valid and legally-binding obligations of the City enforceable in accordance with their terms, payable, as to principal and interest, out of the Net Income, which consists of the Gross Income from the Fee (i.e., all income derived directly or indirectly by the City from the Stormwater and Flood Management Fee charged pursuant to Section 4-20-45, Boulder Revised Code, as amended, and interest earnings with respect thereto), less only reasonable operation and maintenance expenses related to the Stormwater and Flood Management Utility Enterprise which the City has irrevocably pledged for such payment.

The obligations of the City contained in the Bond Ordinance may be subject to general principles of equity which may permit the exercise of judicial discretion, are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and its governmental bodies are subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally and are subject to the exercise by the United States of America of the powers delegated to it by the federal constitution.

It is also our opinion that under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance by the City with certain covenants, interest on the 2025 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. Interest on the 2025 Bonds may affect the federal alternative minimum tax imposed on certain corporations.

It is also our opinion that, under existing State of Colorado statutes, to the extent interest on the 2025 Bonds is excludable from gross income for federal income tax purposes, such interest on the 2025 Bonds is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income.

The accrual or receipt of interest on the 2025 Bonds may otherwise affect the federal income tax liability of the owners of the 2025 Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

The opinions expressed above are based upon existing legislation as of the date thereof, and we express no opinion as of any date subsequent hereto or with respect to any pending legislation.

Respectfully,



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Introduction, first reading, consideration of a motion to order published by title only, and adopt by emergency measure Ordinance 8692 relating to the financial affairs of the City of Boulder, Colorado, making supplemental appropriations for the fiscal year ending December 31, 2025; and setting forth related details

PRIMARY STAFF CONTACT

Charlotte Huskey, Budget Officer

REQUESTED ACTION OR MOTION LANGUAGE

Staff requests council consideration of this matter and action in the form of the following motion:

Motion to adopt by emergency measure Ordinance 8692 relating to the financial affairs of the City of Boulder, Colorado, making supplemental appropriations for the fiscal year ending December 31, 2025; and setting forth related details

BRIEF HISTORY OF ITEM

Certificate of Participation appropriation

ATTACHMENTS:

Description

- ▣ **Item 3E Ordinance 8692 final packet**



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 20, 2025

AGENDA TITLE

Introduction, first reading, consideration of a motion to order published by title only, and adopt by emergency measure Ordinance 8692 relating to the financial affairs of the City of Boulder, Colorado, making supplemental appropriations for the fiscal year ending December 31, 2025; and setting forth related details

PRESENTERS

Nuria Rivera-Vandermyde, City Manager
Chris Meschuk, Deputy City Manager
Teresa T. Tate – City Attorney
Laurel Witt, Assistant City Attorney II
Joel Wagner, Interim Chief Financial Officer
Charlotte Huskey, Budget Officer

EXECUTIVE SUMMARY

In keeping with budgeting best practices, in 2024, the City of Boulder adopted a new practice to bring forward supplemental appropriations ordinance at the same time as debt issuance. This practice enables greater accuracy of budget appropriation by allowing the city to appropriate and recognize the debt proceeds at the same time as City Council approval, instead of appropriating the debt proceeds within the annual budget.

This Special Adjustment-to-Base item will increase and appropriate a total of \$100,000,000 in the Governmental Capital Fund to recognize the debt proceeds and authorize appropriation using these proceeds for the Western City Campus capital project.

City Council is asked to consider approval of the following:

- Emergency Ordinance 8692 (**Attachment A**) appropriating \$100,000,000 in expenditures to the Governmental Capital Fund, as a result of the issuance of the 2025 Certificates of Participation (COPs) for the Western City Campus project with the following parameters: the aggregate principal amount of the 2025 COPs shall not exceed \$100,000,000, the final maturity date shall be no later than December 31, 2054; the maximum annual debt service payment shall not exceed \$6,200,000 per annum; the interest rate shall not exceed 5.25% per annum, and delegating approval of the final terms of the 2025 COPs to the interim chief financial officer or the city manager following a competitive sale and approving the Notice of Sale prescribing certain details for the competitive sale of the 2025 COPs.

STAFF RECOMMENDATION

Suggested Motion Language

Staff requests council consideration of this matter and action in the form of the following motion: Motion to adopt by emergency measure Ordinance 8692 relating to the financial affairs of the City of Boulder, Colorado, making supplemental appropriations for the fiscal year ending December 31, 2025; and setting forth related details

OVERVIEW:

Staff recommends this appropriation increase of \$100,000,000 to the Governmental Capital Fund as aligned to the issuance of the Certificates of Participation, Series 2025 for the purpose of providing funds to construct the Western City Campus.

This item, in addition to the Western City Campus agenda item supporting issuance of Certificates of Participation, represents the final council actions related to the construction of the Western City Campus. Council previously authorized staff to advance this work on August 27, 2019 at a [Special Council Meeting](#) and most recently was provided call-up consideration of the project on [October 17, 2024](#) and finally, approved the [2025 Approved Budget](#), which appropriated \$6.2 million in annual lease payments and \$40 million in project funding to support the project.

As stated in the 2025 Approved Budget book and the [2025-2030 Capital Improvement Plan](#), the remaining project appropriation of \$100 million would occur at time of bond issuance in 2025. Issuance of these Certificates of Participation to support this capital project was anticipated and described within the [2025 Adopted Budget](#).

ATTACHMENTS

Attachment A – Ordinance 8692

ORDINANCE 8692

AN EMERGENCY ORDINANCE RELATING TO THE FINANCIAL AFFAIRS OF THE CITY OF BOULDER, COLORADO, MAKING SUPPLEMENTAL APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025; AND SETTING FORTH RELATED DETAILS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO:

Section 1. The following appropriations are made for the City of Boulder’s 2025 fiscal year for payment of 2025 operating expenses, capital improvements, and general obligation and interest payments:

Governmental Capital Fund

Appropriation from Additional Revenue: \$100,000,000

Section 2. Appropriations for individual capital projects or encumbrances or any grant-funded projects in the above-mentioned funds for fiscal year 2025 shall not lapse at year end but continue until the project is completed or cancelled.

Section 3. The council may transfer unused balances appropriated for one purpose to another purpose.

Section 4. The City Council finds this Ordinance is necessary to align with the adoption of the Ordinance 8692 an emergency ordinance authorizing the issuance of Certificates of Participation, justifying the adoption of this Ordinance as an emergency measure. Pursuant to Sec.

1 18 of the Boulder City Charter, this Ordinance shall take effect immediately upon publication after
2 final passage.

3 Section 5. These appropriations are necessary for the protection of the public peace,
4 property, and welfare of the residents of the city and cover matters of local concern.
5

6 Section 6. The City Council deems it appropriate that this Ordinance be published by title
7 only and orders that copies of this Ordinance be made available in the office of the city clerk for
8 public inspection and acquisition.
9

10 INTRODUCED, READ ON FIRST READING, PASSED AND ADOPTED AS AN
11 EMERGENCY MEASURE BY TWO-THIRDS COUNCIL MEMBERS PRESENT AND
12 ORDERED PUBLISHED BY TITLE ONLY THIS 20TH DAY OF MARCH 2025.
13
14

15 _____
16 Aaron Brockett,
17 Mayor

18 Attest:

19 _____
20 City Clerk
21
22
23
24
25



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Introduction, first reading and consideration of a motion to order published by title only, and adopt by emergency measure Ordinance 8693 adopting Supplement 162 which codifies previously adopted Ordinances and Appendix Council Procedures as amendments to the Boulder Revised Code, 1981; and setting forth related details

PRIMARY STAFF CONTACT

Teresa Taylor Tate, City Attorney, 303.441.3020

REQUESTED ACTION OR MOTION LANGUAGE

Motion to introduce, order published by title only and adopt by emergency measure Ordinance 8679 adopting Supplement 161 which codifies previously adopted ordinances and appendix council procedure as amendments to the Boulder Revised Code, 1981; and setting forth related details.

ATTACHMENTS:

Description

- **Item 3F - 1st Rdg Emergency Ord 8693 Supp 162**



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 20, 2025

AGENDA TITLE

Introduction, first reading, consideration of a motion to order published by title only, and adopt by emergency measure Ordinance 8693 adopting Supplement 162 which codifies previously adopted Ordinances and Appendix Council Procedures as amendments to the Boulder Revised Code, 1981; and setting forth related details.

PRESENTERS

Nuria Rivera-Vandermyde, City Manager
Teresa Taylor Tate, City Attorney

EXECUTIVE SUMMARY

The Boulder Revised Code (“B.R.C. 1981”) is the official book of laws of the City of Boulder. Four times a year (quarterly), council is asked to adopt supplements to the B.R.C. 1981. An ordinance format is used to bring ordinances and council procedure amendments that council adopted in the previous quarter, or that became effective before the current supplement, into the B.R.C. 1981; and to ensure that there is no question regarding what constitutes the official laws of the City of Boulder. Code amendments *may* also be included with the intent to correct non-substantive errors discovered in previously adopted ordinances. These quarterly supplement ordinances are approved as a matter of routine administration by council.

In order to generate the printed supplements to the B.R.C. as soon as possible, council is asked to adopt the proposed ordinance at first reading as an emergency measure.

The text of Supplement 162 has been previously adopted by the following:

Ord. 8650	AN ORDINANCE AMENDING TITLE 9, “LAND USE CODE,” B.R.C. 1981, TO AMEND THE STANDARDS FOR ACCESSORY DWELLING UNITS; AND SETTING FORTH RELATED DETAILS
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Ord. 8656	AN ORDINANCE AMENDING SECTION 3-8-3, "TAX IMPOSED ON NONRESIDENTIAL AND RESIDENTIAL DEVELOPMENT," SECTION 3-20-2, "IMPOSITION AND RATE OF TAX," AND CHAPTER 4-20, "FEES," B.R.C. 1981, CHANGING CERTAIN FEES AND TAXES; AND SETTING FORTH RELATED DETAILS
Ord. 8658	AN ORDINANCE AMENDING SECTION 2-3-7, "LANDMARKS BOARD," AND CHAPTER 9-11, "HISTORIC PRESERVATION," B.R.C. 1981, TO REMOVE THE APPOINTMENT OF A PLANNING BOARD MEMBER TO THE LANDMARKS BOARD AND REVISE THE REVIEW PROCESS TIMELINES AND EXPIRATION DATES; AND SETTING FORTH RELATED DETAILS
Ord. 8665	AN EMERGENCY ORDINANCE AMENDING TITLE 9, "LAND USE CODE," B.R.C. 1981, TO IMPLEMENT SENATE BILL 23-290 AND LOCALLY PERMIT AND REGULATE NATURAL MEDICINE BUSINESSES, DEFINED IN THE STATE BILL AS NATURAL MEDICINE HEALING CENTERS AND CULTIVATION, PRODUCTION, AND TESTING FACILITIES, AND SETTING FORTH RELATED DETAILS.
Ord. 8666	AN ORDINANCE AMENDING CHAPTERS 9-2, "REVIEW PROCESSES," 9-6, "USE STANDARDS," AND 9-8, "INTENSITY STANDARDS" OF TITLE 9, "LAND USE CODE," B.R.C. 1981, TO AMEND DENSITY AND INTENSITY STANDARDS TO ALLOW DEVELOPMENT OF ADDITIONAL DWELLING UNITS IN THE RESIDENTIAL – RURAL 1 (RR-1), RESIDENTIAL – RURAL 2 (RR-2), LOW 1 (RL-1), RESIDENTIAL – MEDIUM 1 (RM-1), AND RESIDENTIAL MIXED – 1 (RMX-1) ZONING DISTRICTS AND TO AMEND REVIEW PROCEDURES AND USE STANDARDS TO REDUCE REGULATORY REQUIREMENTS FOR CERTAIN RESIDENTIAL DEVELOPMENTS, AND SETTING FORTH RELATED DETAILS.
Ord. 8668	AN ORDINANCE AMENDING TITLE 9, "LAND USE CODE," B.R.C. 1981, TO ADOPT TRIP REDUCTION STANDARDS AND A REVISED REGULATING PLAN FOR THE ALPINE-BALSAM AREA AND TO ELIMINATE SUMP PRINCIPLES FOR CERTAIN BUILDINGS WITH PERMANENTLY AFFORDABLE UNITS; AND SETTING FORTH RELATED DETAILS.
Ord. 8670	AN ORDINANCE AMENDING SECTION 5-7-5, "CITY MANAGER AUTHORITY TO GRANT PERMISSION TO CONSUME ALCOHOLIC BEVERAGES ON CITY-OWNED PROPERTY," B.R.C. 1981 TO ALLOW ALCOHOL CONSUMPTION AT FARM TO TABLE EVENTS ON OPEN SPACE PROPERTIES WITH A CURRENT FARM CROP AND

	GRAZING LEASE IN GOOD STANDING; AND SETTING FORTH RELATED DETAILS.
Ord. 8672	AN ORDINANCE AMENDING THE INTRODUCTION AND CHAPTERS 8, 9 AND 11 OF THE CITY OF BOULDER DESIGN AND CONSTRUCTION STANDARDS (D.C.S.), ORIGINALLY ADOPTED PURSUANT TO ORDINANCE 5986, ADDING STANDARDS FOR NARROW TRENCHING RELATED TO INSTALLATION OF TELECOMMUNICATIONS INFRASTRUCTURE; AND SETTING FORTH RELATED DETAILS.
Ord. 8673	AN ORDINANCE AMENDING CHAPTER 4-20, "FEES," AND CHAPTER 4-25, "FIRE CONTRACTOR LICENSE," B.R.C. 1981, CONCERNING UPDATES TO LICENSES ISSUED FOR WORK COVERED BY THE CITY FIRE CODE; AND SETTING FORTH RELATED DETAILS.
Ord. 8674	AN ORDINANCE AMENDING SECTION 4-20-23, "WATER PERMIT FEES," CHAPTER 11-1, "WATER UTILITY," AND CHAPTER 11-2, "WASTEWATER UTILITY," B.R.C. 1981, UPDATING WATER PERMIT FEES AND CLARIFYING ENFORCEMENT PROVISIONS UNDER THE BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL PROGRAM TO PROTECT THE DRINKING WATER SYSTEM AND PUBLIC HEALTH; AND SETTING FORTH RELATED DETAILS
Ord. 8676	AN ORDINANCE AMENDING SECTIONS 3-7-2, "IMPOSITION AND RATE OF TAX," 4-2-3, "AUTHORITY TO ISSUE CITY LICENSES," AND 4-20-2, "ALCOHOL AND FERMENTED MALT BEVERAGE LICENSE AND APPLICATION FEES," B.R.C. 1981, CONVERTING THE LICENSE OF LODGING AND ENTERTAINMENT FACILITY TO TWO SEPARATE LICENSES TO COMPLY WITH A CHANGE TO STATE LAW; AND SETTING FORTH RELATED DETAILS
Ord. 8678	AN ORDINANCE REPEALING AND REENACTING SECTION 7-4-78, "MISUSE OF A WIRELESS TELEPHONE," B.R.C. 1981, TO ALIGN THE USE OF MOBILE ELECTRONIC DEVICES WHILE DRIVING A MOTOR VEHICLE WITHIN CITY OF BOULDER BOUNDARIES WITH STATE LAW; AND SETTING FORTH RELATED DETAILS
Ord. 8682	AN ORDINANCE AMENDING SECTION 3-5-3, "QUALIFICATIONS FOR TAX REFUND," B.R.C. 1981, PROVIDING THE CITY MANAGER WITH AUTHORITY TO DESIGNATE THE PLACE AND PERIOD OF TIME FOR CLAIM SUBMITTAL; AND SETTING FORTH RELATED DETAILS
Ord. 8683	AN ORDINANCE ESTABLISHING THE BOULDER LODGING BUSINESS ASSESSMENT AREA PURSUANT TO CHAPTER 8-

	11, "LODGING BUSINESS ASSESSMENT AREAS," B.R.C. 1981; AND SETTING FORTH RELATED DETAILS
Ord. 8687	AN EMERGENCY ORDINANCE AMENDING SECTION 5-5-18, B.R.C. 1981, TO EXPAND THE LIST OF FACILITIES FROM WHICH PERSONS MAY BE SUSPENDED FOR CONDUCT ENDANGERING THE HEALTH, SAFETY, OR WELFARE OF USERS OR VISITORS; AND SETTING FORTH RELATED DETAILS
Council Procedure	Amendments approved by council January 16, 2025

STAFF RECOMMENDATION

Suggested Motion Language:

Staff requests council consideration of this matter and action in the form of the following motion:

Motion to introduce, order published by title only and adopt by emergency measure Ordinance 8693 adopting Supplement 162 which codifies previously adopted ordinances and appendix council procedure as amendments to the Boulder Revised Code, 1981; and setting forth related details.

COMMUNITY SUSTAINABILITY ASSESSMENTS AND IMPACTS

- Budgetary - None
- Staff Time - Regular code maintenance is included in the city attorney’s yearly work plan.
- Economic - None

OTHER IMPACTS

None.

FORMAT NOTES

Code amendments (*if any*) are reflected in strike out and double underline format along with a “Reason for Change” as part of this memo. Such amendments are intended to correct *non-substantive* errors discovered through ordinance review or staff detection, included in previously adopted ordinances already codified in the B.R.C. 1981. If major and/or substantive corrections or revisions are identified, they are brought forward as separate ordinances to council during the normal course of council business, not as part of these routine supplements.

RESPONSES TO QUESTIONS FROM COUNCIL AGENDA COMMITTEE

None.

BOARD AND COMMISSION FEEDBACK

None.

PUBLIC FEEDBACK

None.

BACKGROUND

Ongoing code maintenance is an essential and largely administrative obligation of the city. Four times a year (quarterly), council is asked to adopt supplements to the B.R.C. 1981 as part of this maintenance. These supplement ordinances are approved as a matter of routine by council.

ANALYSIS

This supplement includes ordinances and appendix council procedures that were adopted by council in the last supplement quarter or are effective prior to the current supplement. They are all added to the official version of the B.R.C. 1981 by way of the attached proposed supplement ordinance. Council is asked to adopt a quarterly supplement ordinance to ensure that a clearly identifiable version of the Boulder Revised Code is legislatively adopted.

The printed supplements to the B.R.C. may not be distributed to subscribers until the proposed adopting ordinance is effective. The laws of the city should be current and available to the residents of the City of Boulder as soon as possible; therefore, council is asked to adopt the proposed ordinance at first reading as an emergency measure.

NEXT STEPS

None.

ATTACHMENT

Attachment A - Proposed Emergency Ordinance 8693

ORDINANCE 8693

AN EMERGENCY ORDINANCE ADOPTING SUPPLEMENT 162,
WHICH CODIFIES PREVIOUSLY ADOPTED ORDINANCES AND
APPENDIX COUNCIL PROCEDURE AS AMENDMENTS TO THE
BOULDER REVISED CODE, 1981; AND SETTING FORTH RELATED
DETAILS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO:

Section 1. Legislative Findings.

A. Supplement 162 amending the Boulder Revised Code, 1981 (“B.R.C. 1981”) has been printed.

B. The city council intends that this supplement be codified and published as a part of the B.R.C. 1981.

C. Supplement 162 to the B.R.C. 1981 is a part of this ordinance and contains all of the amendments to the B.R.C. 1981 enacted by the city council in Ordinances 8650, 8656, 8658, 8665, 8666, 8668, 8670, 8672, 8673, 8674, 8676, 8678, 8682, 8683, 8687 and Appendix Council Procedure. The city council intends to adopt this supplement as an amendment to the B.R.C. 1981.

D. The ordinances contained in Supplement 162 are available in printed copy to each member of the city council of the City of Boulder, Colorado, and the published text of the supplement, along with the text of those changes, is available for public inspection and acquisition in the Office of the City Clerk of the City of Boulder, in the Municipal Building, 1777 Broadway, Boulder, Colorado.

Section 2. The city council adopts Supplement 162 by this reference.

Section 3. The city council orders that a copy of Supplement 162 as proposed for adoption by reference herein be on file in the Office of the City Clerk of the City of Boulder, Colorado, Penfield Tate II Building, 1777 Broadway, City of Boulder, Boulder County, Colorado, and may be inspected by any person during regular business hours pending the adoption of this ordinance.

1 Section 4. The annotations, source notes, codifier’s notes, and other editorial matter included in
2 the printed B.R.C. 1981 are not part of the legislative text. These editorial provisions are provided to
3 give the public additional information for added convenience. No implication or presumption of a
4 legislative construction is to be drawn from these materials.

5 Section 5. The B.R.C. 1981, or any chapter or section of it, may be proved by a copy certified by
6 the city clerk of the City of Boulder, under seal of the city; or, when printed in book or pamphlet form
7 and purporting to be printed by authority of the city. It shall be received in evidence in all courts
8 without further proof of the existence and regularity of the enactment of any particular ordinance of the
9 B.R.C. 1981.

10 Section 6. These provisions of the B.R.C. 1981 shall be given effect and interpreted as though a
11 continuation of prior laws and not as new enactments.

12 Section 7. Unless expressly provided otherwise, any violation of the provisions of the B.R.C.
13 1981, as supplemented herein, shall be punishable by a fine of not more than one thousand dollars or
14 incarceration for not more than ninety days in jail, or by both such fine and incarceration, as provided in
15 Section 5-2-4, “General Penalties,” B.R.C. 1981.

16 Section 8. This ordinance is necessary to protect the public health, safety, and welfare of the
17 residents of the city, and covers matters of local concern.

18 Section 9. The city council finds this ordinance is necessary for the immediate
19 preservation of public peace, health, safety and property. Passage of this ordinance immediately
20 is necessary because the printed supplements cannot be distributed until the adopting ordinance is
21 effective. The laws of the city should be current and available to the residents of the City of Boulder as
22 soon as possible. On that basis, this ordinance is declared to be an emergency measure and shall be in
23 full force and effect upon its final passage.

1 READ ON FIRST READING, PASSED, ADOPTED AS AN EMERGENCY MEASURE BY
2 TWO-THIRDS COUNCILMEMBERS PRESENT, AND ORDERED PUBLISHED BY TITLE ONLY
3 this 20th day of March 2025.

4 _____
5 Aaron Brockett,
6 Mayor

7 Attest:

8 _____
9 Elesa Johnson,
10 City Clerk
11
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COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Third reading and consideration of a motion to adopt Ordinance 8669 amending Title 9, "Land Use Code," B.R.C. 1981, by adopting form-based code standards for parts of East Boulder, moving the form-based code from Appendix M to Chapter 9-14, "Form-Based Code," B.R.C. 1981, revising rezoning and trip reduction standards for East Boulder; and setting forth related details

PRIMARY STAFF CONTACT

Kathleen King, Comprehensive Planning Planner Principal

REQUESTED ACTION OR MOTION LANGUAGE

Motion to adopt Ordinance 8669, amending Title 9, "Land Use Code," B.R.C. 1981, by adopting form-based code standards for parts of East Boulder, moving the form-based code from Appendix M to Chapter 9-14, "Form-Based Code," B.R.C. 1981, revising rezoning and trip reduction standards for East Boulder; and setting forth related details

ATTACHMENTS:

Description

- ▣ **Item 3G - 3rd Rdg Ord 8669 East Boulder Form-Based Code**



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 20, 2025

AGENDA TITLE

Third reading and consideration of a motion to adopt Ordinance 8669, amending Title 9, "Land Use Code," B.R.C. 1981, by adopting form-based code standards for parts of East Boulder, moving the form-based code from Appendix M to Chapter 9-14, "Form-Based Code," B.R.C. 1981, revising rezoning and trip reduction standards for East Boulder; and setting forth related details.

PRESENTER(S)

Nuria Rivera-Vandermyde, City Manager
Mark Woulf, Assistant City Manager
Planning & Development Services
Brad Mueller, Director
Kristofer Johnson, Comprehensive Planning Senior Manager
Kathleen King, Principal City Planner
Kalani Paho, Principal Urban Designer
City Attorney's Office
Teresa Taylor Tate, City Attorney
Hella Pannewig, Senior Counsel

EXECUTIVE SUMMARY

The purpose of this item is for City Council to consider a motion to adopt the attached proposed Ordinance 8669 (**Attachment A**) on third reading. Ordinance 8669, if adopted, will amend Title 9, "Land Use Code," B.R.C. 1981, by adopting form-based code standards for parts of East Boulder, moving the form-based code from Appendix M to Chapter 9-14, "Form-Based Code," B.R.C. 1981, and revising rezoning and trip reduction standards for East Boulder; and setting forth related details.

The second reading and public hearing on the ordinance occurred on December 5, 2024 with a continuance on February 20, 2025. Between December 5 and February 20, staff conducted additional stakeholder outreach and drafted amendments to the ordinance based on council and additional stakeholder feedback. On February 20, 2025, City Council considered the amendments proposed by staff and voted 8-1 to amend Ordinance 8669 to incorporate the feedback into the ordinance. Council is now asked to consider final adoption of the ordinance at a third reading on March 20.

The ordinance completes implementation project D9, the East Boulder Zoning Update, identified in the East Boulder Subcommunity Plan. The [East Boulder Subcommunity Plan](#) was adopted by Planning Board and City Council in 2022. City staff have been working with boards, council and community members to complete the project which launched in May 2023 and included a community engagement process to inform general updates to the city's form-based code (FBC) and new regulations to specifically apply to East Boulder.

STAFF RECOMMENDATION

Suggested Motion Language:

Staff requests council consideration of this matter and action in the form of the following motions:

Motion to adopt Ordinance 8669, amending Title 9, "Land Use Code," B.R.C. 1981, by adopting form-based code standards for parts of East Boulder, moving the form-based code from Appendix M to Chapter 9-14, "Form-Based Code," B.R.C. 1981, revising rezoning and trip reduction standards for East Boulder; and setting forth related details.

BOARD AND COMMUNITY FEEDBACK

For Planning Board feedback on Ordinance 8669, community feedback on the changes and a background on the project, see the [memorandum to City Council dated December 5, 2024](#) and the [memorandum to City Council dated February 20, 2024](#).

BACKGROUND

Background on the project can be accessed at the links above. This section will summarize the City Council's February 20, 2025 deliberation and decision.

Council members that supported the ordinance made the following points:

- Amended code provides desired level of flexibility and maintains optionality

- Form based code in East Boulder will support desired transition of the area

Council member that voted against the ordinance made the following criticism:

- Review process does not provide desired level of certainty for businesses

Some of the discussion related to the ordinance explored the Production Business Space requirement. This standard introduces a requirement that when properties substantially redevelop, a small portion of redevelopment area must provide spaces that present opportunities for local entrepreneurs, service providers, and makers. To address recent concerns and still support the goals of the Subcommunity Plan and community feedback, staff proposed amendments to the ordinance that introduce more flexible compliance methods to meet this standard by providing applicants with the choice of meeting the production business space requirement within the building or within a separate structure on the development site. Council described an interest in continuing to explore additional alternative compliance methods, such as a fee-in-lieu program, in the future.

Council members also indicated a desire to continue to evaluate, update and streamline the form-based code as the city continues to learn from future developments.

Following the discussion, City Council voted 8-1 to amend and pass Ordinance 8669 on second reading.

ANALYSIS

Staff recommends that City Council adopt Ordinance 8669 on March 20, 2025, to implement and complete the East Boulder Zoning Update project. The changes to the Land Use Code within Ordinance 8669 have been found consistent with the Boulder Valley Comprehensive Plan and the East Boulder Subcommunity Plan.

For previous staff analysis and recommendation, refer to the following memorandums to City Council:

[December 5, 2024](#)

[February 20, 2025](#)

ATTACHMENTS

Attachment A: Ordinance 8669

ORDINANCE 8669

AN ORDINANCE AMENDING TITLE 9, "LAND USE CODE," B.R.C. 1981, BY ADOPTING FORM-BASED CODE STANDARDS FOR PARTS OF EAST BOULDER, MOVING THE FORM-BASED CODE FROM APPENDIX M TO A NEW CHAPTER 9-14, "FORM-BASED CODE" B.R.C. 1981, REVISING REZONING AND TRIP REDUCTION STANDARDS FOR EAST BOULDER; AND SETTING FORTH RELATED DETAILS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO:

Section 1. Section 9-1-2, "How to Use this Code," B.R.C. 1981, is amended to read as follows:

9-1-2. How to Use This Code.

A general description of these land use regulations follows. This description is intended to provide the reader with some guidance using this code. This section is not intended to be a substitute for the standards, criteria and procedures contained in this code.

(a) Organization: This title is divided into sixteen chapters. Each chapter is further subdivided into sections, subsections, paragraphs and subparagraphs. A consistent numbering and formatting convention is used throughout the title to identify these divisions and to help orient the user to the organization of information. The example below illustrates the formatting and numbering convention:

....

(c) Modular Zone System: Zoning districts in Boulder are comprised of standards from three modules: use, form and intensity. Combining elements of the three modules creates a zoning district. The zoning districts are identified in Section 9-5-2, "Zoning Districts," B.R.C. 1981.

...

(2) Form Module: The form module establishes the physical parameters for development such as setbacks, building coverage, height and special building design characteristics. Solar access standards, located in Section 9-9-17, "Solar Access," B.R.C. 1981, may also impact building form and should be reviewed in

1 conjunction with the form standards. On parcels and lots designated in Appendix
2 L, "Form-Based Code Areas," the regulations of ~~Appendix M~~Chapter 9-14,
"Form-~~b~~Based Code," apply.

3 (3) Intensity Module: The intensity module establishes the density at which
4 development may occur and includes: minimum lot sizes, minimum open space
5 per dwelling unit, number of dwelling units per acre, minimum open space per lot
6 or parcel, and floor area ratios when applicable. On parcels and lots designated in
Appendix L, "Form-Based Code Areas," the regulations of ~~Appendix M~~Chapter
9-14, "Form-Based Code," apply.

7 (4) Form-Based Code Review: The requirements for the form-based code review
8 process are found in Section 9-2-16, "Form-Based Code Review," B.R.C. 1981.
9 Parcels and lots designated in Appendix L, "Form-Based Code Areas," ~~are~~ may be
10 subject to the requirements of ~~Appendix M~~Chapter 9-14, "Form-Based Code,"
11 and ~~will~~ may be required to complete a form-based code review. Projects on lots
or parcels designated in Appendix L, "Form-Based Code Areas," and eligible for
a site review process may complete a site review or form-based code review.
12 Projects required to complete or completing a form-based code review, are not
13 eligible for the variance process ~~and site review process.~~

14 Section 3. Section 9-2-16, "Form-Based Code Review," B.R.C. 1981, is amended to read
15 as follows:

16 **9-2-16. Form-Based Code Review.**

17 (a) Purpose: The purpose of form-based code review, is to improve the character and quality
18 of new development to promote the health, safety and welfare of the public and the users
19 of the development. The form-based code review regulations are established to create a
20 sense of place in the area being developed or redeveloped and ensure a site and building
21 design that:

22 ...

23 (b) Scope and Application:

24 (1) The requirements of this section apply to all development on parcels and lots
25 designated in Appendix L, "Form-Based Code Areas-" and developed pursuant to
a form-based-code review. No person shall develop or apply for a building
permit for a project on, or for, subdivision of a parcel or lot designated in
Appendix L, "Form-Based Code Areas," until a form-based code review, or,
alternatively, if eligible and developed pursuant to a site review, a site review has
been completed.

- 1 (2) Projects required to complete or completing a form-based code review are neither
 2 required nor eligible to complete the processes under Sections 9-2-13, "Concept
 Plan," and 9-2-14, "Site Review," B.R.C. 1981.
- 3 (3) Administrative Form-Based Code Review for Minor Floor Area Expansions:
 4 Projects to expand floor area by no more than 500 square feet that are limited to
 5 one story and do not entail changes to existing form-based code review approvals
 6 may be reviewed as an administrative form-based code review pursuant to the
 7 process of Section 9-2-2, "Administrative Review Procedures," B.R.C, 1981, and
 8 applicants for such projects shall not be required to complete a pre-application
 9 review under Subsection (c) of this section; otherwise, such projects shall meet all
 10 of the requirements of this section and the requirements of ~~Appendix M~~Chapter 9-
 11 14, "Form-Based Code."
- 12 (4) Exceptions to Form-Based Code Review Process: The following developments
 13 shall not be required to complete a form-based code review:
- 14 (A) Administrative form-based code reviews pursuant to Paragraph 9-2-
 15 16(b)(3), B.R.C. 1981;
- 16 (B) Minor modifications to approved form-based code review applications;
- 17 (C) Site Reviews: Lots and parcels eligible for a site review pursuant to the
 18 thresholds established in Section 9-2-14, B.R.C. 1981, may be developed
 19 pursuant to the standards of Section 9-2-14, B.R.C. 1981, instead of the
 20 standards of this Chapter 9-14, "Form-Based Code," B.R.C. 1981, at the
 21 discretion of the applicant. If a lot or parcel is developed pursuant to a site
 22 review process, as authorized in this subparagraph (C), the form-based
 23 code standards of this section and Chapter 9-14, B.R.C. 1981, do not
 24 apply;
- 25 (D) Previously Approved Developments: Any development on a lot or parcel
~~designated in Appendix L, "Form Based Code Areas," for which an~~
~~application for site review was made prior to the adoption of an ordinance~~
~~including said lot or parcel in the designation of said appendix and that is~~
~~approved or for which~~subject to a valid site review approval or planned
unit development (PUD) approval. Valid site review and PUD approvals
~~exists shall not be subject to these requirements and may be amended or~~
~~modified in accordance with the minor modification and amendment~~
~~provisions of Section 9-2-14, "Site Review," B.R.C. 1981. If a site review~~
~~or PUD approval is amended or modified, as authorized in this~~
~~subparagraph (D), the form-based code standards of this section and~~
~~Chapter 9-14, B.R.C. 1981, do not apply; such minor modification or~~
~~amendment shall not be approved unless the proposed changes are, to the~~
~~extent practicable, compatible in terms of building height, mass, scale,~~
~~orientation, architecture, and project configuration with the regulations~~
~~applicable to the area pursuant to Appendix L, "Form Based Code Areas,"~~

~~and Appendix M, "Form-Based Code," and consistent with the standards established in Subsection M-1-5(e) of Appendix M, "Form-Based Code";~~

(~~E~~) Interior building remodels or modifications that do not include an expansion of floor area, do not change the exterior appearance of the building, and otherwise conform to this section and ~~Appendix M~~Chapter 9-14, "Form-Based Code," B.R.C. 1981;

(~~F~~) Projects not developed pursuant to a form-based code review consistent with the standards in Section 9-14-5, "Existing Structures and Uses Not Conforming with this Chapter," B.R.C. 1981.

(~~G~~) Subdivisions solely for the purpose of amalgamating lots or parcels of land; and

(~~H~~) Subdivisions solely for the purpose of conveying property to the ~~C~~city.

...

(d) Application Requirements: An application for approval of a form-based code review; may be filed by any person having a demonstrable property interest in land to be included in a form-based code review on a form provided by the city manager that includes, without limitation:

...

(4) Site Plan: A site plan with a north arrow showing the major details of the proposed development, prepared on a scale of not less than one-inch equals one hundred feet, providing sufficient detail to evaluate the features of the development required by this section. The site plan shall contain, insofar as applicable, the information set forth as follows:

(A) Topography. The existing topographic character of the land, showing contours at two-foot intervals;

(B) Flood Areas. If applicable, the areas subject to the ~~one hundred year~~one-hundred-year flood as defined in Chapter 9-16, "Definitions," B.R.C. 1981, and any area of the site that is within a designated space conveyance zone or high hazard zone;

(C) Building Footprints. The location and size of all existing and proposed buildings, structures and improvements with dimensions indicating the distance from lot lines, structure low point elevations pursuant to the definition of "height," and the general location of adjacent streets, structures and properties;

(D) Uses. Site and location of existing and proposed uses, including density and type of uses;

(E) Outdoor Spaces. The following shall be illustrated on a site plan:

- (i) The areas intended to function as outdoor space as specified within Appendix M Chapter 9-14, "Form-Based Code";
- (ii) Detailed design for outdoor space, illustrating hardscape and site furnishings; and
- (iii) Any other areas that qualify as useable open space per Section 9-9-11, B.R.C. 1981;

(F) Public Spaces. The following shall be illustrated on a site plan:

- (i) The areas that are to be conveyed, dedicated or reserved as parks, recreation areas, playgrounds, outlots or open space and as sites for schools and other public buildings; and
- (ii) The areas that are to be conveyed, dedicated or reserved for streets, alleys, paths, sidewalks, and utility easements.

(G) Streets and Block Layout. For project sites that are subject to the requirements of Section 9-14-13, "Large Site Development Standards," B.R.C. 1981, a block plan analysis demonstrating compliance with the standards of that section, Section 9-9-5, "Site Access Control," B.R.C. 1981, and Section 9-9-8, "Reservation, Dedication, and Improvement of Rights of Way, B.R.C. 1981, including, but not limited to the following information:

- (i) Block length of each portion of a block;
- (ii) Total block perimeter;
- (iii) On- and off-street parking;
- (iv) Paseos;
- (v) Type A, B, and C frontage designations; and
- (vi) If applicable, terminated vistas.

...

(8) Streetscape Plan. A detailed streetscape plan, consistent with Sections 9-9-13, and B.R.C. 1981, and Section M-19-14-10, B.R.C. 1981 of Appendix M to this title, shall include the following:

- (A) The location of street trees;
- (B) Designation of ground plane vegetation for any landscape bed areas, planter areas, and open tree wells;
- (C) The location and quantities of all pedestrian and vehicular lighting. Cut sheets and samples shall also be submitted;

- (D) Specification of materials and patterns for street and sidewalk pavement design;
- (E) The location and quantities of furnishings, such as benches, seat walls, planters, planter fences, tree grates, tree guards, and trash receptacles on each street and for other public way where furnishings are required or proposed; and
- (F) The location and quantities of any other elements designed to establish the identity of the street, such as pavement markers or artwork.

...

(14) Architectural Plans. Detailed architectural plans that include the following:

- (A) Building Schematic Floor plans. Building floor plans shall be included for each floor, illustrating the location of uses, common spaces, doors, and windows;
- (B) Building Details. Plans, sections, and elevations illustrating compliance with Sections ~~M-1-139-14-14~~ through ~~9-14-33M-1-28~~, B.R.C. 1981 of Appendix M, "Form-Based Code," to this title;

...

~~(D) Golden Rectangle Use. Diagram or series of diagrams demonstrating the use of the golden rectangle in the design of each building, to demonstrate compliance with Section M-1-29, of Appendix M, "Form-Based Code," to this title.~~

(15) View Corridor Analysis. A view corridor analysis, including the following:

- (A) A plan illustrating location of mountain range and notation of Flatirons 1 through 5, location of other features subject to view corridor protection, location of building footprints with heights noted, location of streets, and location of outdoor spaces;
- (B) A three-dimensional, geographically accurate digital site and proposed building model illustrating views required to be preserved through the site and photographically depicting the mountains in their accurate geographic locations. Refer to Figure ~~14-9M-1(4)~~, "Example Documentation of Preserved Views from Junction Place Bridge," in Appendix M Chapter 9-14, "Form-Based Code";
- (C) Additional Submittal Requirements by Request. The city manager may request additional information to illustrate compliance with the requirements of this section; and
- (D) Waiver. The city manager may waive submittal requirements if the city manager finds that the requirement is not applicable to a project and would

not illustrate compliance with the requirements of this section.

(g) Criteria for Review: No form-based code review application shall be approved unless the approving agency finds that:

(1) Consistency with ~~Appendix M~~Chapter 9-14, "Form-Based Code." The proposed plans and building designs are consistent with the requirements of ~~Appendix M~~Chapter 9-14, "Form-Based Code."

(i) Exceptions: Exceptions to the requirements of ~~Appendix M~~Chapter 9-14, "Form-Based Code," may be approved under the form-based code review process pursuant to the following standards:

(1) Application Requirements: If an application includes a request for an exception to the requirements of ~~Appendix M~~Chapter 9-14, "Form-Based Code," the requested exceptions shall be noted on the plans and the application shall include a written statement describing how the standards applicable to the exception are being met.

(2) Exceptions:

(A) An exception may be granted by the approving authority if the following criteria are met:

- (i) The proposed exception is consistent with the goals and intents of the adopted area plan applied to the area, and
- (ii) The proposed exception will not create any adverse impacts on residents of the development or surrounding properties beyond what is ordinarily expected through implementation of the standards within ~~Appendix M~~Chapter 9-14, "Form-Based Code".

(B) An exception may be granted by the approving authority if the approving authority finds that individual conditions of the property that were not created by the applicant make compliance with a provision of ~~Appendix M~~Chapter 9-14, "Form-Based Code," impractical and the proposed alternative design is the minimum modification of the requirements of ~~Appendix M~~Chapter 9-14 that provides relief and is consistent with the intent and purpose of the section being modified and the form-based code review process described in Subsection (a) of this section;

(C) An exception may be granted by the approving authority if otherwise the requirements of ~~Appendix M~~Chapter 9-14, "Form-Based Code," would

1 result in a violation of federal or state legislation, including but not limited
2 to the Americans with Disabilities Act, and the exception would be the
3 minimum modification of the requirements of Appendix MChapter 9-14
4 that provides relief; or

5 (D) An exception may be granted by the approving authority if the building or
6 property has been designated as an individual landmark or recognized as a
7 contributing building to a designated historic district and as part of the
8 review of an alternation certificate pursuant to Chapter 9-11, "Historic
9 Preservation," B.R.C. 1981, the approving authority has found that the
10 development in conforming locations on the lot or parcel or conforming
11 with other requirements of Appendix MChapter 9-14, "Form-Based
12 Code," would have an adverse impact upon the historic character of the
13 individual landmark or the contributing building and the historic district, if
14 a historic district is involved. The exception may be approved only if the
15 modification to the requirements of Appendix MChapter 9-14, B.R.C.
16 1981, is the minimum modification that provides relief.

17 (j) Minor Modifications to Approved Form-Based Code Reviews: Modifications to the site
18 plan, building plans, landscaping and parking plans previously approved through a form-
19 based code review application may be approved by the city manager without requiring an
20 amendment to the approved form-based code review if such changes are minor. All minor
21 modifications shall be noted, signed, and dated on the approved form-based code review
22 plans. For proposed minor modification of form-based code review projects that are
23 partially or totally developed, the applicant shall provide notice to any owners of property
24 within the development that might be affected, as determined by the manager. The
25 following standards apply to minor modifications:

(1) On a street facing façade, the following shall be met:

- (i) Window sizes, types, and dimensions are not shifted by more than 10 feet in either direction per floor, transparency requirements are not reduced by more than 10 percent of the approved percentage and required minimum transparency per floor is maintained, and the general pattern of the windows is not substantially altered from the form-based code review approval;
- (ii) The approved total percentage of major materials is not reduced; and
- (iii) Building bay configurations may be shifted or transposed, if otherwise consistent with these criteria;

(2) No modification or cumulative modifications from the form-based code review approval results in an expansion or shifting of floor area by more than ten percent of the floor area of the project;

(3) The sum of all cumulative modifications to the site plan, building plans, landscaping and parking plans approved under this subsection (j) does not exceed ten modifications per building and may be considered under one or more minor modification applications so long as ten modifications per building is not exceeded. For the purposes of this subsection, one modification shall mean one aspect of the design that is changing in respect to an ~~Chapter 9-14~~ Appendix M standard and not every individual change. For example, one particular dimensional change applied to ten windows shall count as one modification, not ten modifications; and

(4) All modifications are consistent with the requirements of ~~Appendix M~~ Chapter 9-14, "Form-Based Code," and do not include any exception requests.

...
(l) Existing Buildings: Existing buildings may be modified and expanded pursuant to the standards established in ~~Appendix M~~ Chapter 9-14, "Form-Based Code."
...

Section 4. Section 9-2-19, "Rezoning," B.R.C., 1981, is amended to read as follows:

9-2-19. Rezoning.

(a) Initiation: An amendment to rezone any area of the city may be initiated by the city council, the planning board or a person with an ownership interest in property proposed for rezoning.

...

~~(g) — Additional Criteria for Land within the East Boulder Subcommunity Plan and 55th and Arapahoe Station Area Plan Boundaries. In the East Boulder Subcommunity Plan boundary and in the 55th and Arapahoe Station Area Plan boundary, for an application not incidental~~

~~to a general revision of the zoning map, the city council shall also find, in addition to requirements in Subsection (e) above, that the land use code contains standards necessary to achieve the vision of the East Boulder Subcommunity Plan for the area proposed for rezoning. The intent of this requirement is to ensure that the land use code contains standards that will result in development of the area proposed for rezoning consistent with the vision of the plan, to ensure the rezoning will not otherwise negatively impact the achievement of the vision of the plan, and to not prevent rezoning until all anticipated land use code projects and programs of the plan have been completed. In making this determination, council shall consider, to the extent applicable for the area proposed for rezoning:~~

~~(1) — The ability of the proposed rezoning to achieve the place types and meet the place type performance standards established in the plan,~~

1 ~~(2) — The ability of the proposed rezoning to achieve new and upgraded transportation~~
2 ~~connections designated in the East Boulder Subcommunity Connections Plan~~
3 ~~concurrent with development or redevelopment, and~~

4 ~~(3) — Whether the proposed rezoning may impact the city's ability to incentivize the~~
5 ~~creation of or participation in one or more general improvement districts, or an~~
6 ~~equivalent organization, proposed in the plan.~~

7 (g) Solar Access Areas: A request for rezoning may seek to amend a solar access area, as
8 defined in Subsection 9-9-17(c), B.R.C. 1981, if all applicable requirements of
9 Subsection 9-9-17(e), B.R.C. 1981, are met.

10 Section 5. Section 9-6-1, "Schedule of Permitted Land Uses," B.R.C. 1981, is amended to
11 read as follows:

12 **9-6-1. Schedule of Permitted Land Uses.**

13 The schedule in Table 6-1 shows the uses that are permitted, conditionally permitted, prohibited,
14 or that may be permitted through use review.

15 ...

16 (b) Additional Standards:

17 (1) Uses are also subject to all other applicable requirements of this title.

18 (2) Additional Use Standards in Form-Based Code Areas or Overlay Districts:

19 (A) Uses in Form-Based Code Areas: Uses located on a lot or parcel
20 designated in Appendix L, "Form-Based Code Areas," are subject to the
21 requirements of this chapter, but, if developed pursuant to a form-based
22 code review, may also be subject to additional use standards pursuant to
23 Appendix M Chapter 9-14, "Form-Based Code."

24 Section 6. Section 9-7-1, "Schedule of Form and Bulk Standards," B.R.C. 1981, is
25 amended to read as follows:

26 **9-7-1. Schedule of Form and Bulk Standards.**

27 The purpose of this chapter is to indicate the requirements for lot dimensions and
28 building form, bulk, location and height for all types of development. All primary and accessory
29 structures are subject to the dimensional standards set forth in Table 7-1 of this section with the
30 exception of structures located in an area designated in Appendix L, "Form-Based Code Areas,"
31 and developed pursuant to a form-based code review pursuant to the standards in Chapter 9-

14, ~~subject to the standards of Appendix M, "Form-Based Code,"~~ B.R.C. 1981. No person shall use any land within the City authorized by Chapter 9-6, "Use Standards," B.R.C. 1981, except according to the following form and bulk requirements unless modified through a use review under Section 9-2-15, "Use Review," B.R.C. 1981, or a site review under Section 9-2-14, "Site Review," B.R.C. 1981, or granted a variance under Section 9-2-3, "Variances and Interpretations," B.R.C. 1981, or as approved under the provisions of Section 9-2-16, "Form-based code review," B.R.C. 1981.

TABLE 7-1: FORM AND BULK STANDARDS

...

Footnotes to Table 7-1, Form and Bulk Standards:

In addition to the foregoing, the following miscellaneous form and bulk requirements apply to all development in the city:

- (a) On corner lots, use principal building front yard setback where adjacent lot fronts upon the street.
- (b) For zero lot line development, including side yard setbacks from interior lot lines for townhouses, see Subsection 9-7-2(b), B.R.C. 1981.
- (c) The permitted height limit may be modified only in certain areas and only under the standards and procedures provided in Sections 9-2-14, "Site Review," and 9-7-6, "Building Height, Conditional," B.R.C. 1981.
- (d) For buildings over 25 feet in height, see Subsection 9-9-11(c), B.R.C. 1981.
- (e) For other setback standards regarding garages, open parking areas, and flagpoles, see Paragraph 9-7-2(d), B.R.C. 1981.
- (f) Where a rear yard backs on a street, see Paragraph 9-7-2(c), B.R.C. 1981.
- (g) This maximum height limit applies to poles that are light poles at government-owned recreation facilities but not to other poles. Other poles have a maximum height of 55 feet in all zones. For additional criteria regarding poles, see Section 9-2-14, "Site Review," B.R.C. 1981.
- (h) For front yard setback reductions, see Subsection 9-7-2(a), B.R.C. 1981.
- (i) For side yard setback requirements based on building height, see Appendix B, "Setback Relative to Building Height," of this title.
- (j) The maximum percentage of the third floor area that can be in a fourth story standard may not be modified as part of a site review.
- (k) For properties located in the DT-5 and P zoning districts and shown in Appendix I, the minimum setback shall be as required by Section 9-7-1, "Schedule of Form and Bulk Standards," B.R.C. 1981, Table 7-1, Form and Bulk Standards or sixty-five feet measured from the centerline of Canyon Boulevard right-of-way.
- (l) For buildings on nonstandard lots within the RMX-1, RL-1, RE, RR-1, and RR-2 zoning districts, refer to Table 10-1, Maximum Height Formulas, within Section 9-10-3, "Changes to Nonstandard Buildings, Structures and Lots and Nonconforming Uses."
- (m) For setback requirements on corner lots in the DT-5 zoning district, refer to Subsection 9-7-6(c), B.R.C. 1981.
- (n) For principal and accessory buildings or structures located on a lot or parcel designated in Appendix L, "Form-Based Code Areas," and ~~developed pursuant to a form-based code review~~ subject to the standards of Appendix M, "Form-Based Code," refer to ~~Appendix M~~ Chapter 9-14, "Form-Based Code," for design standards applicable to such lot or parcel. With the exception of Charter Section 84, "Height limit," and Sections 9-7-3, "Setback Encroachments," and 9-7-5, "Building Heights," 9-7-7, "Building Height, Appurtenances," B.R.C. 1981, the form and bulk standards of this chapter do not apply to projects developed pursuant to a form-based code review ~~are superseded by the requirements of Appendix M, "Form-Based Code."~~ Building heights in areas designated in Appendix L are not subject to ~~the~~ height limits of Table 9-7, Form and Bulk Standards, do not apply to projects developed pursuant to a form-based code review.

Section 7. Section 9-7-5, "Building height," B.R.C. 1981, is amended to read as follows:

9-7-5. Building Height.

1 (a) Permitted Height: The height permitted without review within the City is set forth in
2 Section 9-7-1, "Schedule of Form and Bulk Standards," B.R.C. 1981, except as provided
3 in Paragraph (b)(2) of this section and except under a form-based code review. Buildings
4 greater than the permitted height may be approved under Section 9-2-14, "Site Review,"
5 B.R.C. 1981. Buildings developed under a form-based code review are subject to the
6 minimum and maximum height standards established in Chapter 9-14, "Form-Based
7 Code," B.R.C. 1981, and shall not exceed the height limit of Charter Section 84, "Height
8 limit."

9 ...

10 Section 8. Section 9-7-7, "Building Height, Appurtenances," B.R.C. 1981, is amended to
11 read as follows:

12 **9-7-7. Building Height, Appurtenances.**

13 (a) Appurtenances: Appurtenances May be added under the following circumstances:

- 14 (1) The addition of an appurtenance to a building is permitted if it does not cause the
15 building height to exceed the height allowed in Sections 9-7-5, "Building Height,"
16 and 9-7-6, "Building Height, Conditional," or Chapter 9-14, "Form-Based Code,"
17 B.R.C. 1981, as applicable, considering, for this purpose only, the uppermost
18 point of the appurtenance to be the uppermost point of the roof.

19 ...

20 Section 9. Section 9-8-1, "Schedule of Intensity Standards," B.R.C. 1981, is amended to
21 read as follows:

22 **9-8-1. Schedule of Intensity Standards.**

23 The purpose of this chapter is to indicate the requirements for the allowed intensity of all types
24 of development, including maximum density for residential developments based on allowed
25 number of units and occupancy. All primary and accessory structures are subject to the standards
set forth in Table 8-1 of this section except that developments within an area designated in
Appendix L, "Form-Based Code Areas," and subject to the standards or ~~Appendix M~~ Chapter 9-
14, "Form-Based Code," are exempt from Table 8-1 and Sections 9-8-1 through 9-8-4, B.R.C.
1981. Developments within an area designated in Appendix L, "Form-Based Code Areas," and
subject to the standards or ~~Appendix M~~ Chapter 9-14, "Form-Based Code," are subject to the
standards of Sections 9-8-5, "Occupancy of Dwelling Units," 9-8-6, "Occupancy Equivalencies
for Group Residences," and 9-8-7, "Density and Occupancy of Efficiency Living Units," B.R.C.
1981. No person shall use any land within the city authorized by Chapter 9-6, "Use Standards,"
B.R.C. 1981, except according to the following requirements unless modified through a use
review under Section 9-2-15, "Use Review," B.R.C. 1981, or a site review under Section 9-2-14,

"Site Review," B.R.C. 1981, or granted a variance under Section 9-2-3, "Variances and Interpretations," B.R.C. 1981, or approved through a form-based code review under Section 9-2-16, "Form-Based Code Review," B.R.C. 1981.

TABLE 8-1: INTENSITY STANDARDS

...

Footnotes:

- (a) This requirement may increase based on building height pursuant to Subsection 9-9-11(c), B.R.C. 1981.
- (b) For properties within an area designated in Appendix L, "Form-Based Code Areas," and developed pursuant to a form-based code review, subject to the standards of Appendix M, "Form Based Code," the footnoted requirement is not applicable. Refer to ~~Appendix M~~ Chapter 9-14, "Form-Based Code," for specific form, bulk, intensity, and outdoor space requirements.
- (c) This requirement may be modified pursuant to Section 9-2-14(h)(6)(C), B.R.C. 1981, for specified zoning districts.
- (d) Open space per lot in the RH-7 zoning district may be reduced from sixty percent to thirty percent of the lot as part of a site review if at least half of the open space provided meets the open space requirements of Subparagraph 9-9-11(e)(3), B.R.C. 1981.
- (e) Dwelling units per acre on a lot or parcel in the RMX-2 zoning district are limited to 10 dwelling units per acre. This limitation may be modified up to 20 dwelling units per acre pursuant to a site review.
- (f) Floor area ratio (FAR) in the RH-2 zoning district may be increased up to a maximum FAR of 1.07 in a site review.
- (g) FAR in the BT-1 zoning district may be increased up to a maximum FAR of 1.4 in a site review.
- (h) FAR in the BT-2 zoning district may be increased up to a maximum FAR of 0.9 in a site review.(-) No standard.
- (-) No standard.

...

Section 10. Section 9-8-2, "Floor Area Ratio Requirements," B.R.C.1981, is amended as

follows:

9-8-2. Floor Area Ratio Requirements.

- (a) Purpose: The purpose of the floor area ratio requirements is to limit the impacts of the use that result from increased building size.

...

TABLE 8-2: FLOOR AREA RATIO ADDITIONS

...

Footnotes:

- (a) FAR up to 1.85 if property is located in a general improvement district providing off-street parking.
- (b) The maximum additional FAR component is 1.0. FAR additional components may be combined, but shall not exceed the 1.0 maximum total floor are ratio limit.
- (c) See Subparagraph 9-2-14(h)(6)(B), B.R.C. 1981.
- (d) For properties located in an area designated in Appendix L, "Form-Based Code Areas," and developed pursuant to a form-based code review, subject to the standards of Appendix M, "Form Based Code," the floor

area and floor area ratio (FAR) requirements do not apply. Refer to ~~Appendix M~~ Chapter 9-14, "Form-Based Code," B.R.C. 1981, for specific form, bulk, intensity, and outdoor space requirements.

- (e) See Subsection 9-6-3(a)(2), B.R.C. 1981.
- (f) Floor area ratio (FAR) in the RH-2 zoning district may be increased up to a maximum FAR of 1.07 in a site review.
- (g) FAR in the BT-1 zoning district may be increased up to a maximum FAR of 1.4 in a site review.
- (h) FAR in the BC zoning districts may be increased up to a maximum FAR of 2.0 provided the lot or parcel is located within an area identified in Appendix N, "Business Community (BC) Areas Subject to Special Use Restrictions."
- (-) Not applicable.

...

Section 11. Section 9-9-22, "Trip Generation Requirements for the MU-4, RH-6 and RH-7 Zoning Districts," B.R.C. 1981 is amended as follows:

9-9-22. Trip Generation Requirements for the MU-4, RH-6 and RH-7 Zoning Districts.

(a) Purpose. The purpose of this section is to provide the trip generation requirements for the MU-4, RH-6 and RH-7 zoning districts for developments that are not served by a general improvement district or other approved organization that provides transportation related services. Further, it is the purpose of this section to:

- (1) Provide approaches to mitigate the impacts of traffic generated by development and redevelopment.
- (2) Ensure that the amount of land used for parking is the minimum necessary to serve development in the area.
- (3) Provide opportunities for parking that is provided in a development to be used in an efficient manner during all times of the day or evening.

(b) Scope. The applicant for any additional floor area for a property located in the MU-4, RH-6 and RH-7 zoning districts shall demonstrate that the development does not exceed the trip generation allowance standards of this section. The requirements of this section do not apply to development proposals within general improvement districts or other organizations that have service plans which include transportation demand management and parking management programs that have been approved by the city council to generally meet the objectives described in this section.

(c) Trip Generation Allowance. The applicant for any development subject to the requirements of this section shall demonstrate that a certain percentage of trips generated by the development during the highest peak travel time will be by alternative modes or avoided, as specified below:

- (1) In all areas except the Alpine-Balsam and East Boulder areas identified in Appendix L, "Form-Based Code Areas," B.R.C. 1981, at least fifty-five percent

of the trips generated by the development shall be by alternative modes or avoided.

(2) In the Alpine-Balsam form-based code area, at least 30 percent of the trips generated by the development shall be by alternative modes or avoided.

(3) In the East Boulder form-based code areas, at least 30 percent of the trips generated by the development shall be by alternative modes or avoided.

(34) Alternative modes are modes of transportation other than single occupant motor-vehicle use and include, without limitation, walking, bicycling, carpooling, vanpooling, micromobility, or public transportation.

(54) Trips are avoided through programs such as alternate work schedules, including telecommuting or compressed work week programs.

...

Section 12. A new Chapter 9-14, "Form-Based Code," B.R.C. 1981, is added to read as follows:

TITLE 9

Land Use Code

Chapter 14

Form-Based Code

GENERAL PROVISIONS

9-14-1. PURPOSE OF FORM-BASED CODE

The purpose of this chapter is to establish building form and design requirements for development within the areas designated in Appendix L to Title 9, "Form-Based Code Areas," B.R.C. 1981. The requirements for these areas implement the desired development, including functional characteristics, form, design character and quality, as guided by the plans for each designated area and the Boulder Valley Comprehensive Plan.

9-14-2. FORM-BASED CODE REQUIREMENTS

No person shall occupy, use, change the use of, alter or develop any building, structure or land within the areas shown in Appendix L, "Form-Based Code Areas," B.R.C. 1981, and subject to or developed pursuant to a form-based code review pursuant to Section 9-2-16, "Form-Based Code Review," B.R.C. 1981, except in conformance with the requirements of this chapter unless modified through an exception under Subsection 9-2-16(i), B.R.C. 1981.

1 (a) **Specific Locations.** The locations where form-based code standards apply are shown in
2 Appendix L, "Form-Based Code Areas," B.R.C. 1981.

3 **9-14-3. DESIGN GOALS FOR THE FORM-BASED CODE AREAS**

4 The requirements of this chapter are intended to accomplish the following objectives:

5 (a) **Character, Context, and Scale.** Preserve or enhance the character, context, and scale
6 planned for the area while supporting a more sustainable future by accommodating future
7 residents, reducing dependence on single-occupant vehicles, increasing energy efficiency,
8 and promoting safe transportation options for pedestrians and bicycles.

9 (b) **Human-Scaled Building Design.** Design to a human scale and create a safe and vibrant
10 pedestrian experience.

11 (c) **Building Design Quality and Aesthetics.** Design high-quality buildings that are
12 compatible with the character of the area or the character established by adopted plans for
13 the area through simple, proportional, and varied design, high quality and natural
14 building materials that create a sense of permanence, and building detailing, materials
15 and proportions.

16 (d) **A Variety of Housing Types.** Produce a variety of housing types, such as attached
17 dwelling units, townhouses, live-work units, and duplexes , as well as a variety of lot
18 sizes, number of bedrooms per unit, and sizes of units within the form-based code area.

19 (e) **Adaptable Buildings.** Build adaptable buildings with flexible designs that allow changes
20 in uses over time.

21 (f) **Provision of Outdoor Space.** Provide outdoor space that is accessible and close to
22 buildings. Active and passive recreation areas will be designed to meet the needs of
23 anticipated residents, occupants, employees, and visitors to the property.

24 (g) **Support of Multi-Modal Mobility.** Provide safe and convenient multi-modal
25 connections and promote alternatives to the single occupant vehicle. Connections shall be
accessible to the public within the project and between the project and the existing and
proposed transportation systems, including, without limitation, streets, bikeways, paseos,
and multi-use paths.

9-14-4. ORGANIZATION AND SCOPE

This section describes how this chapter is organized to provide the user with some guidance
using this chapter and it addresses the scope of its application.

(a) **Organization.** This chapter is organized into the following sections:

1 (1) Sections 9-14-1 through 9-14-8: General Provisions. The general provisions
2 include a purpose statement for the form-based code, a description of where the
3 requirements for the form-based code apply, a description of this chapter's
4 organization and scope, the regulating plans for each form-based code area, and
5 definitions that apply to the terms of this chapter.

6 (2) Sections 9-14-9 through 9-14-13: Site Design. These sections establish general
7 site design and minimum outdoor space requirements, applicable to all form-
8 based code areas, unless otherwise specified. Outdoor space types are established
9 to guide the design of common outdoor spaces.

10 (3) Sections 9-14-14- through 9-14-26: Building Types. These sections establish a
11 variety of building types and building form, design, location, and use
12 requirements applicable to each building type. The regulating plans determine
13 which building type may be used on a particular site.

14 (4) Sections 9-14-27- through 9-14-33: Building Design. These sections establish
15 general building design requirements that are applicable to all of the building
16 types, unless otherwise stated.

17 (b) Scope. The requirements of this chapter supplement those imposed on the same lands by
18 underlying zoning provisions and generally applicable development standards of this title
19 and other ordinances of the city. If there is a conflict between the requirements of this
20 chapter and other standards of Title 9, "Land Use Code," B.R.C. 1981, the standards of
21 this section control. The following describes how specific requirements of this title relate
22 to requirements of this chapter:

23 (1) Chapter 9-6: Use Standards. Chapter 9-6, "Use Standards," B.R.C. 1981,
24 regulates uses which are permitted, conditionally permitted, prohibited, or which
25 may be permitted through use review. Additional use standards may be
established in this chapter.

(2) Chapter 9-7: Form and Bulk Standards. This chapter supersedes the standards
in Chapter 9-7, "Form and Bulk Standards," B.R.C. 1981, with the exception of
Sections 9-7-3, "Setback Encroachments," 9-7-5, "Building Heights," and 9-7-7,
"Building Heights, Appurtenances," B.R.C. 1981. Building height shall be
measured in accordance with the requirements of Section 9-7-5, B.R.C. 1981.

(3) Chapter 9-8: Intensity Standards. This chapter supersedes the standards in
Chapter 9-8, "Intensity Standards," B.R.C. 1981, with the exception of Sections 9-
8-5, "Occupancy of Dwelling Units," 9-8-6, "Occupancy Equivalencies for Group
Residences," and 9-8-7, "Density and Occupancy of Efficiency Living Units,"
B.R.C. 1981.

1 (4) Chapter 9-9: Development Standards. Chapter 9-9, "Development Standards,"
 2 B.R.C. 1981, applies to developments that are regulated by this chapter as
 follows:

3 (A) Applicable Sections. The following sections of Chapter 9-9,
 4 "Development Standards," B.R.C. 1981, are applicable:

- 5 (i) 9-9-1. Intent.
- 6 (ii) 9-9-2. General Provisions.
- 7 (iii) 9-9-4. Public Improvements.
- 8 (iv) 9-9-5. Site Access Control, in addition to the access location
 9 requirements in Section 9-14-11(a) "Driveways," B.R.C. 1981.
- 10 (v) 9-9-6. Parking Standards.
- 11 (vi) 9-9-7. Sight Triangles.
- 12 (vii) 9-9-8. Reservations, Dedication, and Improvement of Right-of-
 13 way.
- 14 (viii) 9-9-9. Loading, except as specifically allowed in the site access
 15 requirements in Subsection 9-14-11(a) and the loading
 16 requirements in Subsection 9-14-14(l), B.R.C. 1981.
- 17 (ix) 9-9-10. Easements.
- 18 (x) 9-9-12. Landscape and Screening Standards.
- 19 (xi) 9-9-13. Streetscape Design Standards, in addition to the
 20 requirements established in 9-14-10. Streetscape and Paseo Design
 21 Requirements.
- 22 (xii) 9-9-14. Parking Lot Landscape Standards.
- 23 (xiii) 9-9-15. Fences and Walls.
- 24 (xiv) 9-9-16. Lighting, Outdoor.
- 25 (xv) 9-9-17. Solar Access.
- (xvi) 9-9-18. Trash Storage and Recycling Areas, in addition to the
requirements established in 9-14-14(j). Trash & Recycling Areas.
- (xvii) 9-9-19. Swimming Pools, Spas, and Hot Tubs.
- (xviii) 9-9-20. Addressing.
- (xix) 9-9-21. Signs.
- (xx) 9-9-22. Trip Generation Requirements for the MU-4, RH-6, and
RH-7 Zoning Districts.

20 (B) Superseded Sections. The following sections of Chapter 9-9,
 21 "Development Standards," B.R.C. 1981, are superseded by this chapter:

- 22 (i) 9-9-3, Building Design, is superseded by this chapter.
- 23 (ii) 9-9-11, Useable Open Space, is superseded by the requirements of
 24 this chapter.

24 (c) Other Sections and Ordinances. The Boulder Revised Code and other ordinances of the
 25 city are applicable unless expressly waived or modified in this chapter. If there is a
 conflict between the requirements of this chapter and other portions of the Boulder

1 Revised Code other than Title 9, "Land Use Code," B.R.C. 1981, the most restrictive
2 standards shall control.

3 **9-14-5. EXISTING STRUCTURES AND USES NOT CONFORMING WITH THIS**
4 **CHAPTER**

5 (a) **Purpose.** Adoption of the requirements of this chapter will create buildings, structures,
6 and uses that were legally established but do not conform to the requirements of this
7 chapter. The purpose of this section is to allow these preexisting buildings, structures, and
8 uses to be continued and, to some extent, changed and upgraded without requiring their
9 elimination and to establish when modifications and expansions of existing buildings
10 have to comply with form-based code standards.

11 (b) **Scope.** The provisions of this section apply to buildings, structures, and uses that were
12 legally established on the effective date¹ of the ordinance first adopting form-based code
13 standards for the area the building is located in or were legally established pursuant to a
14 building permit or development approval granted under the standards applicable prior to
15 said effective date, except that this section does not apply to lots and parcels that are
16 developed pursuant to the standards of Section 9-2-14," Site Review," B.R.C. 1981, or
17 subject to a valid site review or planned unit development. The buildings, structures, and
18 uses subject to this section may be continued, restored, modified, or expanded in
19 compliance with the standards of this title that would apply if the area was not identified
20 in Appendix L, except as otherwise set forth in subsection (c) and (d) of this section.

21 (c) **Expansions and Modifications to Existing Structures That Must Comply with**
22 **Form-Based Code Standards.** The following modifications and expansions to existing
23 buildings and structures subject to this section must meet form-based code standards as
24 set forth below:

25 (1) **Expansions of More Than 60 Percent of Floor Area.** Any expansion that adds
26 more than sixty percent to the floor area existing at the time of the effective date¹
27 of the ordinance first adopting form-based code standards for the area the building
28 is located in or otherwise legally constructed under standards in effect prior to
29 said effective date¹ shall meet the requirements of this chapter. For the purposes
30 of calculating the amount of floor area being added, all floor area added in the
31 five years preceding the building permit application shall be included except for
32 floor area that was legally added pursuant to a building permit or development
33 approval granted under the standards applicable prior to the effective date of the
34 ordinance first adopting form-based code standards for the area.

35 ¹ The effective date of the ordinance first adopting the form-based code for the Boulder Junction Phase I area is
36 July 21, 2016 (Ordinance 8121), for the Alpine – Balsam area is November 11, 2021 (Ordinance 8484), and for the
37 East Boulder area is _____, 2025 (Ordinance 8669).

1 (2) **New Facade Due to Expansion.** Any facade being added or replaced due to
 2 expansion of floor area that is located within the frontage setback established for
 3 said facade under this chapter must meet the applicable height, façade, and base
 4 requirements found in the applicable building type table and the applicable
 5 building design requirements of sections 9-14-27 through 9-14-33 of this chapter.

6 (3) **Replacement of More Than 60 Percent of Existing Facade.** If a façade that is
 7 located within the frontage setback established for said façade under this chapter
 8 is modified so as to completely replace more than sixty percent of the existing
 9 façade, calculated cumulatively across the facade, the entire façade must meet the
 10 applicable façade and base requirements found in the applicable building type
 11 table and the applicable building design requirements of sections 9-14-27 through
 12 9-14-33 of this chapter.

13 (4) **Replacement of More Than 60 Percent of Roof Structure.** If more than sixty
 14 percent of the structure of the roof is changed and more than thirty percent of the
 15 façade is within the frontage setback of the applicable building type, the cap type
 16 requirements of the applicable building type must be met.

17 (d) **Damage by Fire, Flood, Wind or Other Calamity or Act of God and Unsafe**
 18 **Buildings.** Notwithstanding the provisions of this section, a building, structure, or use
 19 that was legally established under standards of this title applicable prior to the currently
 20 applicable standards, that has been damaged by fire, flood, wind, or other calamity or act
 21 of God may be restored to its original condition, or any building declared unsafe under
 22 the building code or any other applicable safety or health code may be restored to a safe
 23 condition, provided that such work is consistent with the requirements of Section 9-3-3,
 24 “Regulations Governing the One-Hundred-Year Floodplain,” B.R.C. 1981, started within
 25 two years of such event, and completed within three years of the date on which the
 restoration commenced.

9-14-6. REGULATING PLANS

No person shall construct, develop, use or occupy a property located in the area designated in
Appendix L, "Form-Based Code Areas," except in conformance with Title 9, "Land Use Code,"
B.R.C. 1981, this chapter, and the regulating plan that applies to such property, except as
otherwise specified in this chapter.

(a) **Boulder Junction Phase I Regulating Plan.** Within the Regulating Plan: Boulder
Junction Phase I, as shown on Figure 14-1, the following standards apply:

(1) **Transportation Connections.** The arrangement, type, character, extent, and
location of streets, alleys, paseos, paths, and other transportation connections shall
conform to the regulating plans shown in Figure 14-1 and the Transit Village
Area Plan.

- 1 (2) **Required Building Types.** The building shall be of the building type shown for
2 the property in Figure 14-1 or the civic building type meeting the requirements of
3 Section 9-1421, "Civic Building Type," B.R.C. 1981.
- 4 (3) **Location Based Height Limits.** No building shall exceed the maximum height
5 and number of stories established for specific locations by Figure 14-1 and Figure
6 14-7. These location-based maximum height and story limitations supersede the
7 maximum height and number of stories established in this chapter for the
8 applicable building type.
- 9 (4) **Required Residential.** Developments that include general, main street, or row
10 type buildings with a total combined floor area exceeding 15,000 square feet shall
11 include a minimum of fifty percent of residential floor area.
- 12 (5) **Required Shopfront Base.** Buildings shall meet the requirements of the
13 shopfront base in the locations shown on Figure 14-1 .
- 14 (6) **Type A and Type B Streets.** Type A and B street designations establish design
15 standards for how a building must address the street and regulate access to the
16 property; all buildings shall meet the standards applicable to the types of street
17 frontages shown for the property in Figure 14-1 and Figure 14-7. (See building
18 type regulations and Section 9-14-14, "Requirements Applicable to All Building
19 Types," B.R.C. 1981.)
- 20 (7) **Required Outdoor Space Locations.** Outdoor space shall be provided in the
21 locations shown in Figure 14-1. The required outdoor space must meet the
22 standards of Section 9-14-12, "Outdoor Space Requirements," B.R.C. 1981.
- 23 (8) **Terminated Vistas.** When a street terminates or curves on a property as
24 designated on Figure 14-1 or Figure 14-7, the site design or building shall include
25 a feature to terminate the view from the street consistent with the standards in
 Subsection 9-14-14(i), "Terminated Vistas," B.R.C. 1981.

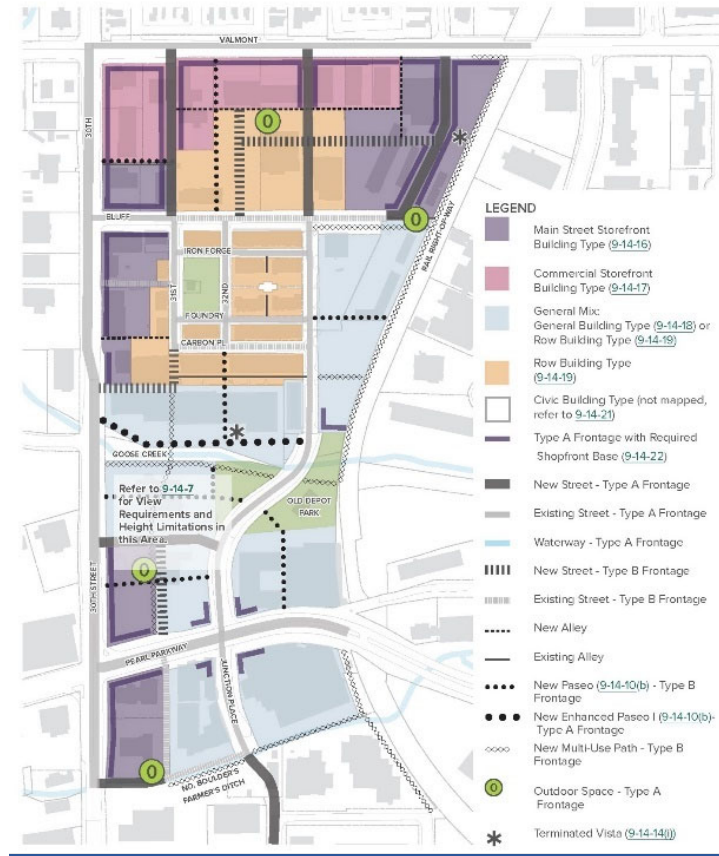


Figure 14-1. Regulating Plan: Boulder Junction Phase I

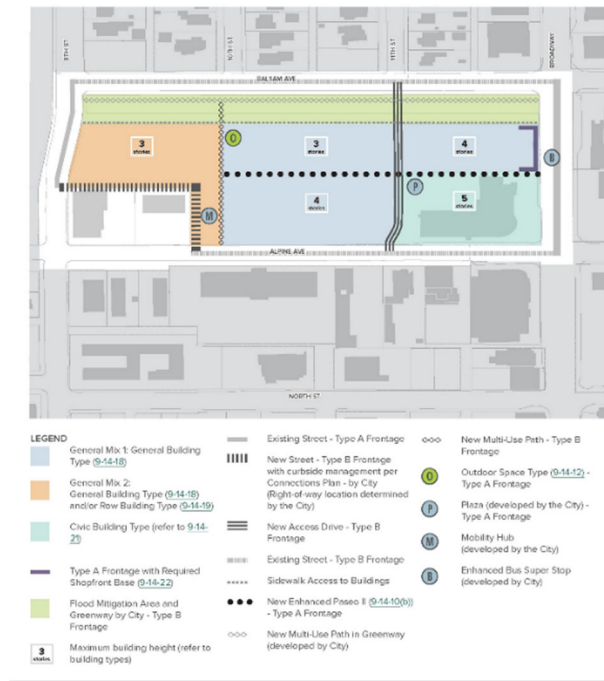
(b) **Alpine-Balsam Regulating Plan.** Within the Regulating Plan: Alpine-Balsam, as shown on Figure 14-2, the following standards apply:

- (1) **Transportation Connections.** The arrangement, type, character, extent, and location of streets, alleys, paseos, multi-use paths, and other transportation connections shall conform to the regulating plans shown in Figure 14-2 and the Alpine-Balsam Area Plan.
- (2) **Required Building Types.** The building shall be of the building type shown for the property in Figure 14-2.
- (3) **Location-Based Height Limits.** No buildings shall exceed the maximum height and number of stories established for specific locations by Figure 14-2. These location-based maximum height and story limitations supersede the maximum height and number of stories established in this chapter for the applicable building type.
- (4) **Required Residential Mix.** The area designated general mix 2 shall include at least two row buildings, and at least twelve dwelling units shall be included in row buildings.

1 (5) Required Storefront. Buildings shall have storefronts in the locations shown on
 2 Figure 9-14 (2) along the Broadway frontage, turning the corners of the building
and extending west a minimum of thirty feet along the paseos.

3 (6) Type A and Type B Streets. Type A and B street designations establish design
 4 standards for how a building shall address the street and regulate access to the
 5 property; all buildings shall meet the standards application to the types of street
 6 frontages shown for the property in Figure 14-2. (See building type regulations
 7 and Section 9-14-14, "Requirements Applicable to all Building Types," B.R.C.
 8 1981.

9 (7) Required Outdoor Space Locations. Outdoor space shall be provided in the
 10 locations shown in Figure 14-2. The required outdoor space shall be of the type
 11 specified in Figure 14-2 or, if no type is specified in Figure 14-2, meet the
 12 standards of Section 9-14-12 "Outdoor Space Requirements," B.R.C. 1981.



20 **Figure 14-2. Regulating Plan: Alpine-Balsam**

21 (c) East Boulder Regulating Plans. Within the regulating plans for East Boulder, as shown
 22 on Figures 14-3 through 14-6, the following standards apply:

23 (1) Transportation Connections. The arrangement, type, character, extent, and
 24 location of streets, alleys, paseos, multi-use paths, and other transportation
 25 connections shall conform to the regulating plans shown in Figures 14-3 through
14-6 and the East Boulder Subcommunity Plan.

1 (2) **Mid-Block Pathway.** Developments with two opposite frontages of more than
2 450 feet of street, park, or multi-use path frontage that is uninterrupted by a
3 perpendicular street shall provide a mid-block pathway consistent with Subsection
4 9-14-11(e), “Mid-Block Pathways,” B.R.C 1981.

5 (3) **Required Building Types.** The building shall be of the building type shown for
6 the property in the applicable regulating plan in Figures 14-3 through 14-6.

7 (4) **Required Residential.** In developments that add general or row building types
8 with a total combined new floor area of 35,000 square feet or more, at least 50
9 percent of new floor area must be residential floor area.

10 (A) **Exception.** The approving authority may approve an exception to the
11 residential floor area requirement of this subparagraph for properties in the
12 IG and IM zoning districts if the applicant demonstrates that:

13 (i) A residential use would be affected by adverse health or safety
14 impacts associated with on-site pollution or contamination beyond
15 that which is customarily acceptable for land that is used for
16 residential purposes and that such impacts cannot be adequately
17 alleviated through mitigation measures, or

18 (ii) Potential negative impacts from neighboring properties on the
19 residential use cannot be reasonably mitigated.

20 The applicant shall provide an environmental assessment and an analysis of
21 identified potential health and safety impacts or an assessment and analysis of
22 potential negative impacts from neighboring properties, as applicable, including
23 potential mitigation measures.

24 (B) **Review Process.** Residential uses in the IG, IM, and BC zoning districts
25 required pursuant to this paragraph (4) are permitted by right, do not
require a use review, as otherwise required under Chapter 9-6, “Use
Standards,” B.R.C. 1981, and are not required to meet the specific use
standards of Paragraph 9-6-3(a)(2), “Residential Uses in The IG and IM
Zoning Districts,” and Subsection 9-6-2(c), “Specific Use Standards that
Apply to Several Use Types,” B.R.C. 1981.

(5) **Required Production Business Space.** In developments that add general or
workshop building types with a total combined new floor area exceeding 15,000
square feet, a minimum of ten percent of the ground story floor area of the new
general and workshop buildings shall be for production business spaces.

(A) **Floor Area Calculation.** When calculating the total combined floor area
under this paragraph (5) to determine whether production business space is

1 required, automobile parking and access thereto shall not be considered
2 floor area.

3 (B) **Ground Story Floor Area Calculation.** When calculating the required
4 minimum ten percent of ground story floor area under this paragraph (5),
5 ground story residential floor area shall not be considered when
6 determining the total combined ground story floor area.

7 (C) **Production Business Space Standards.** The production business space in
8 the development shall meet the following standards:

9 (i) The space shall meet the requirements of either the service base set
10 forth in Section 9-14-24, "Service Base," B.R.C. 1981, or the
11 shopfront base set forth in Section 9-14-22, "Shopfront Base,"
12 B.R.C. 1981, and shall be located consistent with the applicable
13 regulating plan in Figures 14-3 through 14-6.

14 (ii) Production business space shall be between 500 square feet and up
15 to 5,000 square feet in size and provided in a variety of sizes,
16 totaling the required ten percent of ground floor area, and shall be
17 available to be separately leased or purchased. The required
18 production business space may be provided in the building with a
19 production business space requirement or may be provided in the
20 ground story of a separate building provided the total required
21 production business space is met within the development pursuant
22 to the form-based code review.

23 (iii) Any use within the following use classification, category, or type is
24 prohibited within the production business space:

25 a. Use classifications:

- 1. Residential uses
- 2. Public and institutional uses

b. Use categories:

- 1. Retail sales uses
- 2. Vehicle-related uses, except the service of vehicles
 use type
- 3. Storage, distribution, wholesaling uses, except the
 wholesale business use type
- 4. Industrial services uses

c. Use types:

- 1. Hostel
- 2. Hotel and motel
- 3. Restaurant, brewpub, and tavern

- 4. Medical office
- 5. Office
- 6. Financial institution

(6) **Location-Based Maximum Building Height.** No building shall exceed the maximum height and number of stories established for specific locations in Figure 14-3 through Figure 14-6. These location-based maximum height and story limitations supersede the maximum height and number of stories established in this chapter for allowed building types in the location.

(7) **Required Shopfront Base.** Buildings shall use the shopfront base in the locations shown on Figure 14-3 through Figure 14-6, turning the corners of the building and extending a minimum of thirty feet around the corner of the building along any street, paseo, multi-use path, or outdoor space frontage. Refer to Section 9-14-22, B.R.C. 1981, for shopfront base requirements.

(8) **Type A, Type B, and Type C Streets.** Type A, B, and C street designations establish design standards for how a building shall address the street and regulate access to the property; all buildings shall meet the standards applicable to the types of street frontages shown for the property in Figure 14-3 through Figure 14-6. (See building type requirements and Section 9-14-14, “Requirements Applicable to All Building Types,” B.R.C. 1981.)

(9) **Valmont City Park Frontage.** Portions of any building facade fronting on Valmont City Park shall meet the Type A frontage requirements.

(10) **Large Site Requirements.** Any development that occupies four or more acres shall meet the large site development standards in Section 9-14-13, B.R.C. 1981.

(A) All contiguous lots or parcels under common ownership or control, not subject to a planned development, planned residential development, planned unit development, site review or form-based code approval, shall be considered as part of the development for purposes of determining whether the large site development standards apply and shall be part of the development subject to the application.

(11) **Terminated Vistas.** When a street terminates or curves on a property as designated on the applicable regulating plan in Figure 14-3 through Figure 14-6, the site design or building shall include a feature to terminate the view from the street or path consistent with the standards in Subsection 9-14-14(i), B.R.C. 1981.

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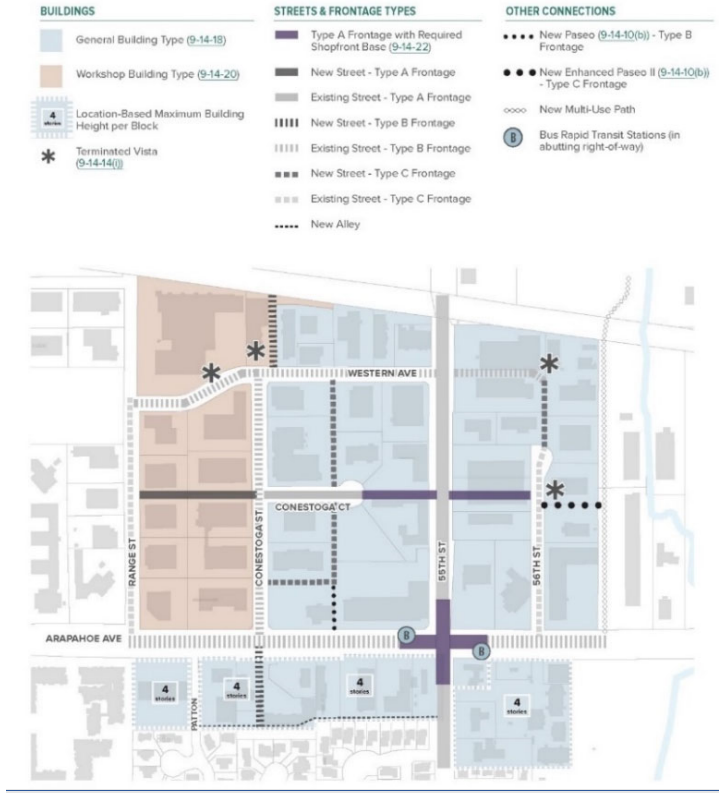


Figure 14-3. Regulating Plan: East Boulder – 55th and Arapahoe Station Area

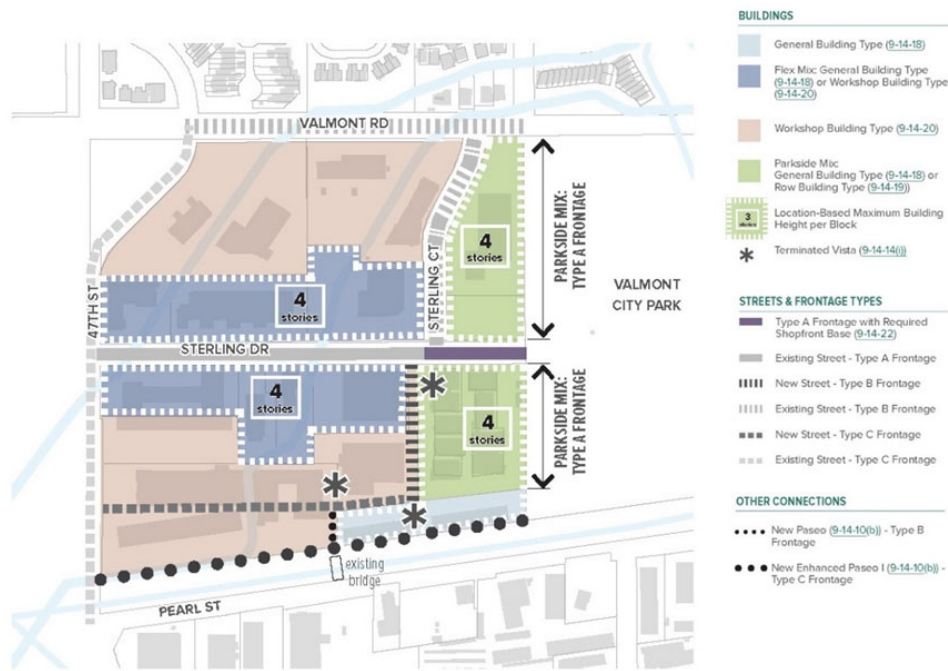


Figure 14-4. Regulating Plan: East Boulder - Valmont Park West

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Figure 14-5. Regulating Plan: East Boulder - Valmont Park East



Figure 14-6. Regulating Plan: East Boulder – Flatiron Business Park

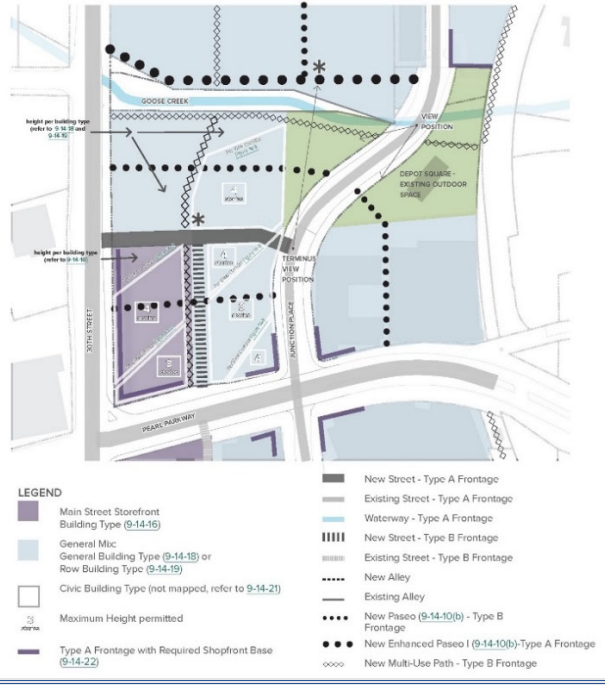


Figure 14-7. Regulating Plan Inset: SE Corner of Boulder Junction Phase I

9-14-7. VIEW CORRIDORS

(a) **Purpose.** Projects should be designed to protect important public view corridors. The purpose of this section is to identify and preserve within the built environment view corridors of identified features when viewed from the public locations described in this section.

(b) **Boulder Junction Phase I.** The view corridors identified in Figure 14-7 and Figure 14-8 shall be preserved consistent with the requirements of this section.

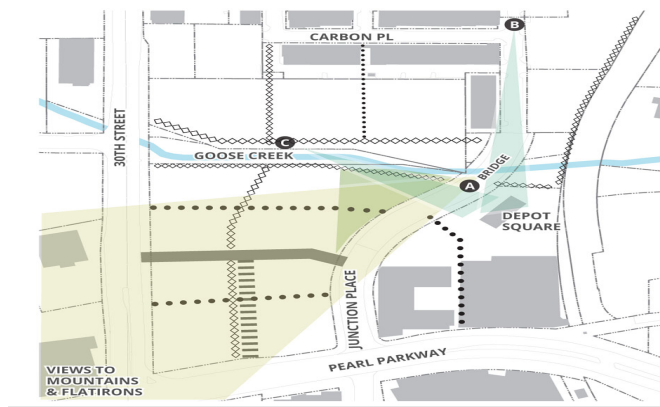


Figure 14-8. View Corridors to Retain

(1) View Corridors. The following views are intended to be preserved:

(A) From the southernmost point of the Depot Square bridge through the site to the Flatirons and west to tops of mountains as shown in yellow in Figure 914-8. The view corridor shall preserve the complete view of all five Flatirons when viewed from the identified location.

(B) From Junction Place north of the Depot Square bridge, south to the old Depot Building in Depot Square as shown in light blue in Figure 14-8. The view corridor shall preserve the view of the entire Depot Building when viewed from the identified location.

(C) From the north side of Goose Creek at approximately the intersection between the north-south multi-use path and the east-west enhanced paseo, to the old Depot Building in Depot Square as shown in light blue in Figure 14-8. The view corridor shall preserve the view of the entire Depot Building when viewed from the identified location.

(2) Height Limitations. Building heights shall be limited on the sites affected by the view corridors pursuant to the following standards:

(A) The maximum number of stories shall not exceed the number of stories shown for a particular location in Figure 14-7. (Refer to the building types requirements for floor-to-floor heights requirements for stories.)

(B) Roof top mechanical equipment, utilities, and appurtenances shall not be located within the view corridors.

(C) Roof decks are permitted on all roofs provided they do not exceed any overall building height limitations and do not inhibit the views established by the view corridors. Roof deck structures are to be included in building modeling.

(3) Specific Location. The specific location of the horizontal limits of the view corridors established in paragraph (1) of this subsection shall be established by the reviewing authority based on a view corridor analysis so as to preserve the views described in paragraph (b)(1) of this section.

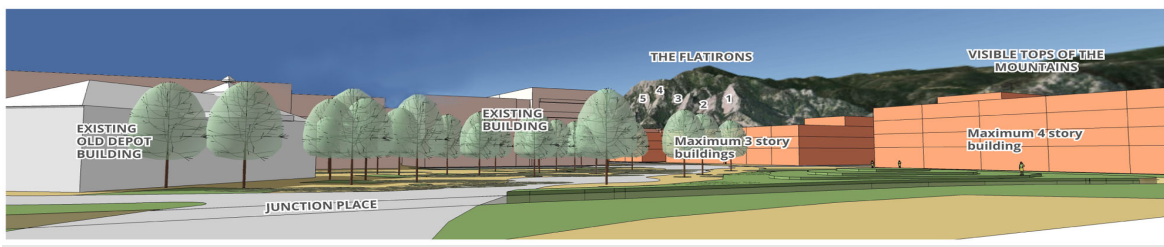


Figure 14-9. Example Documentation of Preserved Views from Junction Place Bridge

9-14-8. DEFINITIONS

The definitions in Chapter 1-2, "Definitions," and Chapter 9-16, "Definitions, B.R.C. 1981, apply to this chapter unless a term is defined different in this chapter or the context clearly indicates otherwise. For the purposes of this chapter, the following terms shall have the following meanings:

(a) **Balcony.** Balcony means a platform that projects from a facade of a building above grade and is enclosed by a parapet or railing but excludes false balconies. False balconies consist of a rail and door, and any outdoor platform less than eighteen inches in depth.

(b) **Courtyard.** A courtyard means any street-level area that is generally enclosed by a building or multiple buildings on three sides, is open to the sky, and includes landscape and pedestrian pathways, and may include patio, terrace, or deck space. Sides may be enclosed by buildings on abutting lots or lots across a street.

(c) **Expression Line.** Expression line means an architectural feature consisting of a decorative, three-dimensional, linear element, horizontal or vertical, protruding or recessed at least two inches from the exterior facade of a building. Vertical elements may include a column, pilaster, or other vertical ornamentation. Horizontal elements may include a cornice, belt course, molding, string courses, canopy, balcony, or other horizontal ornamentation and projections. Expression lines are typically utilized to delineate the top or bottom of floors or stories of a building or divide a facade into smaller sections. Expression lines are also subject to the following:

(1) Expression lines must extend continuously the full length of the facade. Breaks may occur in the expression line provided that they are no more than two feet in length and the cumulative length of the breaks does not exceed twenty percent of the facade length.

(2) The minimum protrusion or recession of an expression line in brick masonry may be achieved through the use of up to three consecutively vertically stacked bricks that are corbeled or racked.

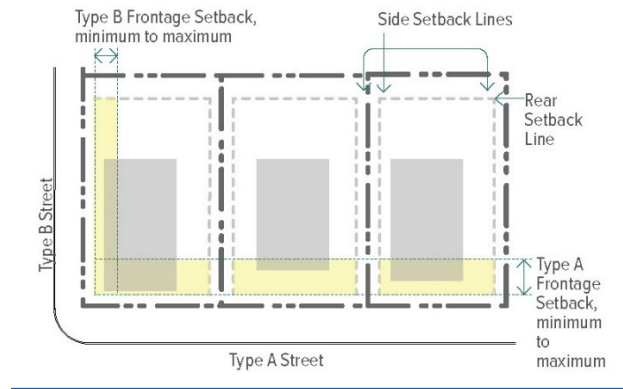


Figure 14-10. Minimum and Maximum Frontage Setback Lines

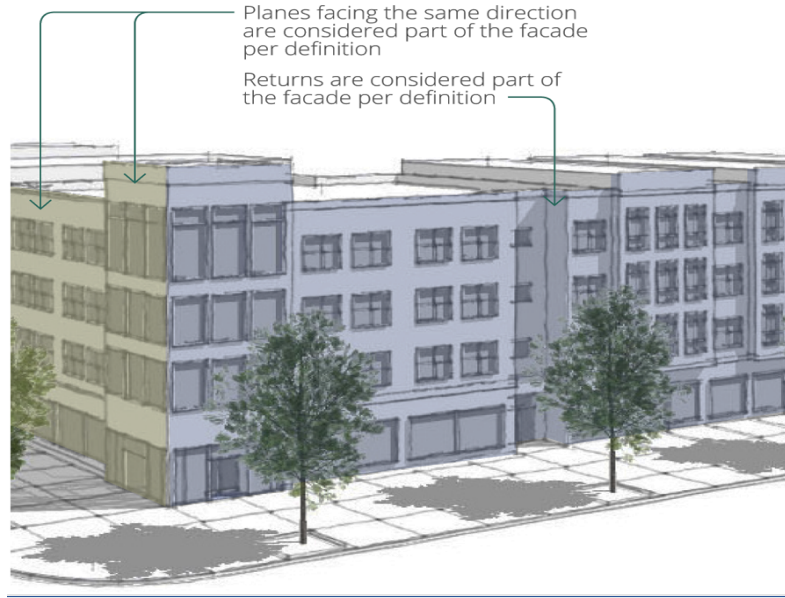


Figure 14-11. Facade Definition

- (d) **Facade.** Facade means the exterior walls of a building exposed to public view and includes walls as shown in Figure 14-11. Facade Definition.
- (e) **Frontage Setback.** Frontage setback means a minimum and maximum setback and is the area in which the facade of a building shall be placed; it may or may not be located directly adjacent to a lot line. The frontage setback dictates the minimum and maximum distance a structure may be placed from a lot or parcel line, easement, or outdoor space in accordance with the measurement requirements of Subsection 9-14-2(b), Frontage Setback," B.R.C. 1981. Refer to Figure 14-10. Minimum and Maximum Frontage Setback Lines, and Figure 14-11. Facade Definition.
- (f) **Impervious Site Coverage.** Impervious site coverage means the percentage of a lot or parcel developed with principal or accessory structures and other surfaces that prevent the absorption of stormwater into the ground, including without limitation, driveways, sidewalks, and patios.
- (g) **Major Material.** Major material means a façade material meeting the standards for major materials established in Section 9-14-28 "Façade Materials," B.R.C. 1981.
- (h) **Minor Material.** Minor material means a façade material meeting the standards for minor materials established in Section 9-14-28, "Façade Materials," B.R.C. 1981.
- (i) **Mobility Hub.** Mobility hub means a designated, easily accessible outdoor space where people can access and transfer between multiple transportation modes, such as public transit, bike share, ride-share, taxis, and micromobility devices.

1 (j) **Occupied Building Space.** Occupied building space means interior building spaces
2 regularly occupied by the building users. It does not include storage areas, utility space,
3 vehicle service areas, parking, or other uninhabitable spaces.

4 (k) **Parking Yard.** Parking yard means an area extending from the rear building facade to
5 the rear property line between the side yards or, on a corner property, between the street
6 adjacent side and side yards. Parking yards are fully screened from Type A frontages by
7 the building and do not extend to any side lot line or street lot line.

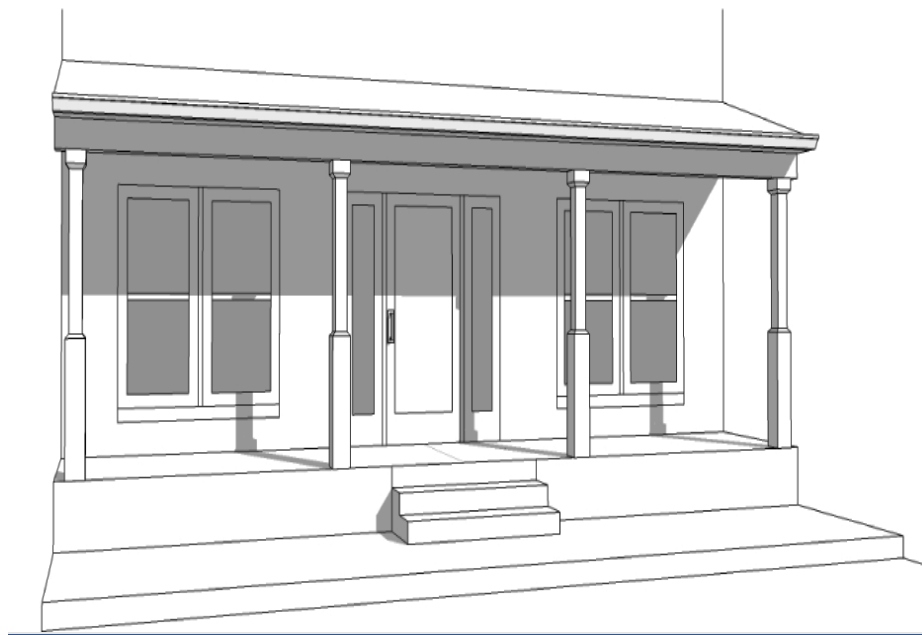
8 (l) **Paseo.** Paseo means a path designed for use by pedestrians and by vehicles that may
9 generally be operated on a sidewalk in the city. The paseo is located mid-block, allowing
10 pedestrian movement through the block from one street to another without traveling
11 along the block's perimeter.

12 (m) **Permeable Surface.** Permeable surface means a surface that allows water and air to
13 permeate through it, for example, soil or a semi-pervious material.

14 (n) **Porch.** Porch means a roofed, raised structure at the entrance to the building, providing a
15 transition between the interior of the building and the exterior yard or adjacent sidewalk.
16 Refer to Figure 14-12. Example of a Porch.

17 (o) **Public Way.** Public way means streets, paseos, and multi-use paths, but not alleys.

18 (p) **Semi-Pervious Surface or Material.** Semi-pervious surface or material means a material
19 such as pervious pavers, permeable asphalt and concrete, or a green roof that allows for
20 absorption of water into the ground or roof.



21 **Figure 14-12. Example of a Porch**

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Figure 14-13. Example of a Stoop

- (q) **Stoop.** Stoop means an elevated or at grade platform entranceway at the door to a building, providing a transition between the interior of the building and the sidewalk outside the building. A stoop may be covered by a canopy or awning. Refer to Figure 14-13. Example of a Stoop.
- (r) **Story, Ground.** Ground story means the first floor of a building that is level to or elevated above the finished grade on the front and corner facades. The ground story excludes basements or cellars. Refer to Section 9-16-1, "General Definitions," B.R.C., 1981, for a definition for basement.
- (s) **Story, Half.** Half story means either a story in the base of the building, partially below grade and partially above grade, or a story fully within the roof structure with windows or doors facing the street.
- (t) **Story, Upper.** Upper story means a story located one story or more above the ground story of a building.
- (u) **Streetwall.** Streetwall means the portion of the building façade that is located generally parallel to and facing the street right-of-way line. Refer to definition of facade.
- (v) **Street Yard.** Street yard means any yard located between the principal building and a street right-of-way.

1 (w) **Transparency.** Transparency means the measurement of the percentage of a facade that
 2 has highly transparent, low reflectance windows with

3 (1) on a storefront base, a minimum sixty percent transmittance factor and a
 4 reflectance factor of not greater than 0.25, and

5 (2) on any facade other than a storefront base, a minimum fifty percent transmittance
 6 factor and a reflectance factor of not greater than 0.25.

7 (x) **Type A Frontage.** Type A frontage means a frontage along a Type A street or other
 8 feature as defined in this chapter that receives priority over other frontages in terms of
 9 locating principal entrances, prioritizing facade design elements, and incorporating
 10 design requirements associated with pedestrian orientation.

11 (y) **Type A Street.** Type A street means a street designated on the regulating plan that
 12 receives priority over other streets in terms of setting front lot lines and locating building
 13 entrances.

14 (z) **Type B Frontage.** Type B frontage means a frontage along a Type B street or other
 15 feature as defined in this chapter that allows for a lower level of facade treatment as well
 16 as permits limited locations for garage and parking lot driveway entrances.

17 (aa) **Type B Street.** Type B street means a street designated on the regulating plan that
 18 receives lower priority than Type A street in terms of building frontage and facade
 19 requirements; it allows for a lower level of facade treatment as well as permits locations
 20 for garage and parking lot driveways entrances.

21 (ab) **Type C Frontage.** Type C frontage means a frontage along a Type C street or other
 22 feature as defined in this chapter that allows for a lower level of facade treatment as well
 23 as typically permits limited locations for multiple garage and parking lot driveway
 24 entrances.

25 (ac) **Type C Street.** Type C street means a street designated on the regulating plan that
 26 receives lower priority than Type A and Type B street in terms of building frontage and
 27 facade requirements.

28 (ad) **Visible Basement.** Visible basement means a half story partially below grade and
 29 partially exposed above.

30 (ae) **Yard Definition.** Yard is defined in Section 9-16-1, “General Definitions,” B.R.C. 1981.
 31 For the purposes of this chapter, the following standards shall supplement and, where
 32 inconsistent, supersede the definition of Section 9-16-1, B.R.C. 1981:

33 (1) **Side and Rear Yards.** On a property located in an area designated in Appendix
 34 L, “Form-Based Code Areas,” only yards not abutting a Type A, B, or C frontage
 35 as designated on the regulating plan are considered side or rear yards.

1 (2) **Front Yards, Side Adjacent Street Yards, and Side Equals Front Yards.**
2 Front yards, side adjacent street yards, and side equals front yards are regulated
3 through the designation of Type A, Type B, and Type C frontages on the
4 regulating plan.

5 **SITE DESIGN**

6 **9-14-9. RIGHTS-OF-WAY**

7 The arrangement, type, character, extent, and location of all rights-of-way shall conform to the
8 requirements of Section 9-14-6, "Regulating Plans," and Section 9-9-8, "Reservations,
9 Dedication, and Improvement of Rights-of-Way," B.R.C. 1981, unless modified in accordance
10 with this section.

11 (a) **Amendments.** Amendments to the location of rights-of-ways and addition to or deletion
12 of rights-of-ways shown in the connections plan of the applicable area or subcommunity
13 plan or the regulating plan may be approved pursuant to the process and criteria
14 established in the applicable area or subcommunity plan for amendments to such plans. A
15 request for such an amendment may be processed in conjunction with a form-based code
16 review under Section 9-2-16, "Form-Based Code Review," B.R.C. 1981.

17 **9-14-10. STREETScape AND PASEO DESIGN REQUIREMENTS**

18 (a) **General Requirements.** In addition to the requirements of the Boulder Revised Code
19 and the City of Boulder Design and Construction Standards, the streetscape of all new
20 and existing streets, and the design of all paseos and enhanced paseos shall meet the
21 standards of this section.

22 (1) **Conformance to Plans.** The streetscape and paseos shall be designed and
23 completed consistent with the streetscape guidelines of the connections plan of
24 the applicable area or subcommunity plan.

25 (2) **Compatible Design.** The design, including but not limited to paving patterns,
 seating areas, and bulb-outs, of all street frontages and paseos within the
 development shall be compatible in character.

(3) **Additional Design Requirements.** The streetscape and paseo design shall meet
 the following standards:

(A) **Bulb-outs.** To shorten pedestrian crossings, pedestrian bulb-outs shall be
 installed at each end of any pedestrian crossing located at an intersection
 except in locations where the city manager determines that the street
 design would not adequately accommodate the turning movements of
 emergency vehicles.

1 (B) **Sight Triangle Area.** The requirements of Section 9-9-7, "Sight
 2 Triangle," B.R.C. 1981, shall be complied with.

3 (i) **Alternative Method of Compliance.** The approving authority
 4 may approve an alternative design to the sight triangle
 5 requirements of Section 9-9-7, "Sight Triangle," B.R.C. 1981, if
 6 the applicant demonstrates that accepted engineering practice
 7 would indicate that a modified visibility distance, either greater or
 8 lesser, would be acceptable or necessary for the safety of
 9 pedestrians, motorists, and bicyclists.

10 (C) **Street Furnishings.** At least two benches and one trash receptacle shall be
 11 installed in each block of a street in either the streetscape or street yard.

12 (D) **Permeable Surface Area for Trees.** For each tree planted, permeable
 13 surface area shall be provided meeting the minimum size requirements
 14 established in Table 14-1. Permeable surface means the ground surface
 15 above the tree's critical root area that allows water and air to penetrate
 16 down to the roots.

17 (i) **Per Tree.** Permeable area for one tree shall not count towards that
 18 of another tree.

19 (ii) **Suspended Pavement System.** When the required permeable
 20 surface area of a tree extends below any non-permeable hardscape,
 21 a modular suspended pavement system (Silva Cells, Root Space, or
 22 an approved equivalent) shall be used below that hardscape to
 23 ensure root growth and access to air and water.

24 **Table 14-1. Minimum Required Permeable Surface Area**

<u>TREE SIZE</u>	<u>ESTIMATED MATURE CANOPY SIZE</u>	<u>MINIMUM REQUIRED PERMEABLE SURFACE AREA</u>
<u>Small</u>	<u>300 sq. ft.</u>	<u>120 sq. ft.</u> <u>(e.g. 4 ft. x 30 ft.)</u>
<u>Medium</u>	<u>700 sq. ft.</u>	<u>240 sq. ft.</u> <u>(e.g. 8 ft. x 30 ft.)</u>
<u>Large</u>	<u>1,000 sq. ft.</u>	<u>400 sq. ft.</u> <u>(e.g. 8 ft. x 50 ft.)</u>

24 (b) **Paseos.** Paseos shall be designed consistent with the following:
 25

- 1 (1) **General Paseo Design Requirements.** Paseos shall be designed to meet the
 2 standards of Table 14-2. Table of Paseo Design Requirements.
- 3 (2) **Paseo Surface Design.** Comprehensively designed paving patterns and materials
 4 shall be utilized for the entire length of the paseo. Designs may include intentional
 5 changes to material, color, and pattern to distinguish different functional areas.
- 6 (3) **Maintenance.** Paseos shall be maintained by the property owner in good repair
 7 and safe and unobstructed condition. Any repairs or replacements to the paseo
 8 must be consistent with the form-based code review approval.
- 9 (A) If the city manager finds that any portion of a paseo does not meet this
 10 standard, the manager may require that the owner of the paseo or
 11 underlying property repair or replace the non-complying portion to bring it
 12 into conformity with city standards.
- 13 (B) If the city manager determines to proceed under paragraph (A) of this
 14 section, the manager shall notify the property owner of the duty to repair
 15 or replace and that such owner has thirty days from the date of the notice
 16 to commence such repair or replacement and has sixty days from the date
 17 of the notice to complete such repair or replacement. The manager may
 18 extend the time limit if weather would impede the work. Notice under this
 19 section is sufficient if it is mailed first class to the address of the last
 20 known owner of property on the records of the Boulder County Assessor,
 21 or hand-delivered to an owner.
- 22 (C) If the property owner fails to commence or complete repair or replacement
 23 as required by the notice prescribed by paragraph (B) of this section, the
 24 manager may perform the repair or replacement and charge the costs
 25 thereof, plus up to fifteen percent for administrative costs, to the property
owner.
- (D) If any person fails or refuses to pay when due any charge imposed under
this section, including any agreed charge, the city manager may, in
addition to taking other collection remedies, certify due and unpaid
charges to the Boulder County Treasurer for collection as provided by
Section 2-2-12, "City Manager May Certify Taxes, Charges and
Assessments to County Treasurer for Collection," B.R.C. 1981.

Table 14-2. Table of Paseo Design Requirements

<u>DESIGN STANDARDS</u>	<u>NARROW PASEO</u>	<u>WIDE PASEO</u>	<u>ENHANCED PASEO I</u>	<u>ENHANCED PASEO II</u>
<u>Minimum Width of Paseo</u>	<u>9 feet</u>	<u>20 feet</u>	<u>25 feet</u>	<u>35 feet</u>

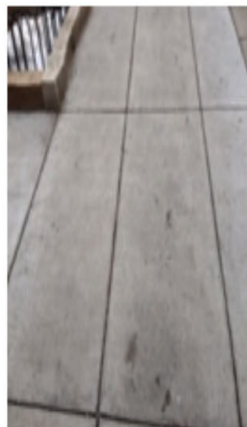
1	<u>Minimum Width of Public Access Easement</u>	<u>6 feet</u>	<u>6 feet</u>	<u>10 feet</u>	<u>20 feet minimum</u>
2					
3	<u>Elements within public access easement</u>	<u>All elements in the public access easement must receive approval as part of a revocable permit or lease, as applicable. Doors shall be recessed and shall not open into the public access easement.</u>			
4					
5	<u>Minimum Width of Pedestrian Travel Way</u>	<u>6 feet</u>	<u>6 feet</u>	<u>10 feet</u>	<u>10 feet</u>
6					
7	<u>Surface Treatment of Pedestrian Travel Way</u>	<u>Brick and pavers, permeable interlocking concrete pavers,</u>			
8		<u>Buff or gray concrete with decorative scoring pattern.</u>			
9		<u>In an enhanced paseo I and an enhanced paseo II, brick and pavers shall constitute at least 30% of the surface treatment.</u>			
10		<u>See Figure 14-14. Images of Paseo Surface Treatment.</u>			
11	<u>Minimum distance between Pedestrian Travel Way and Adjacent Buildings</u>	<u>18 inches</u>	<u>18 inches</u>	<u>18 inches</u>	<u>18 inches</u>
12					
13	<u>Minimum Slope between Pedestrian Travel Way and Adjacent Buildings</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
14					
15	<u>Minimum dimensions for adjacent outdoor seating areas</u>	<u>6 feet by 6 feet</u>	<u>6 feet by 6 feet</u>	<u>5 feet by 10 feet</u>	<u>3 feet by 5 feet</u>
16					
17	<u>Outdoor Lighting</u>	<u>Pedestrian-scaled, wall mounted lighting at intervals of no less than 15 feet on center; catenary lighting between buildings or above outdoor seating areas and building entries.</u>			
18					
19		<u>Pedestrian scaled pole mounted lighting except in narrow paseo.</u>			
20	<u>Special Design Requirements</u>	<u>See paragraph 9-14-10(b)(6) for special design requirements for each paseo.</u>			
21					
22					
23					
24					
25					



Permeable Interlocking
Concrete Pavers



Brick Pavers

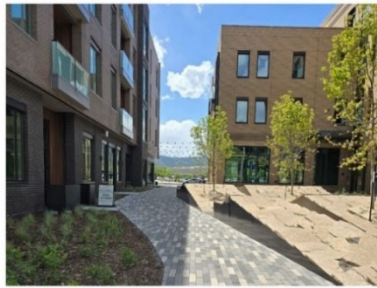


Decoratively Scored
Concrete

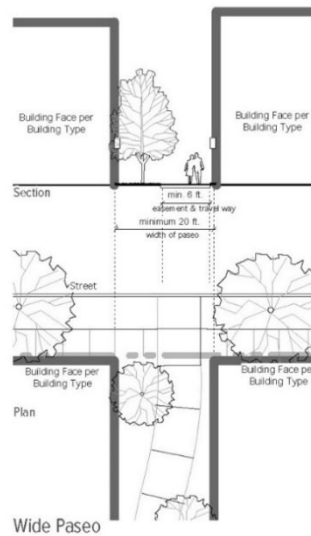
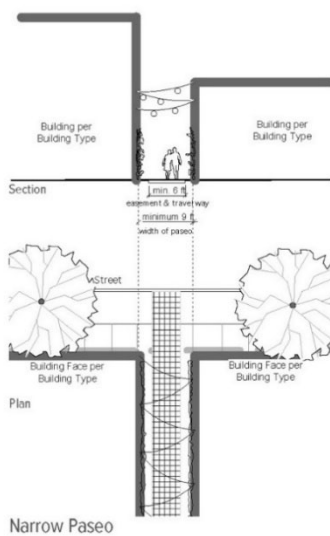


Brick Pavers in
Seating Area

Figure 14-14. Images of Paseo Surface Treatment



Illustrative Examples of Paseos



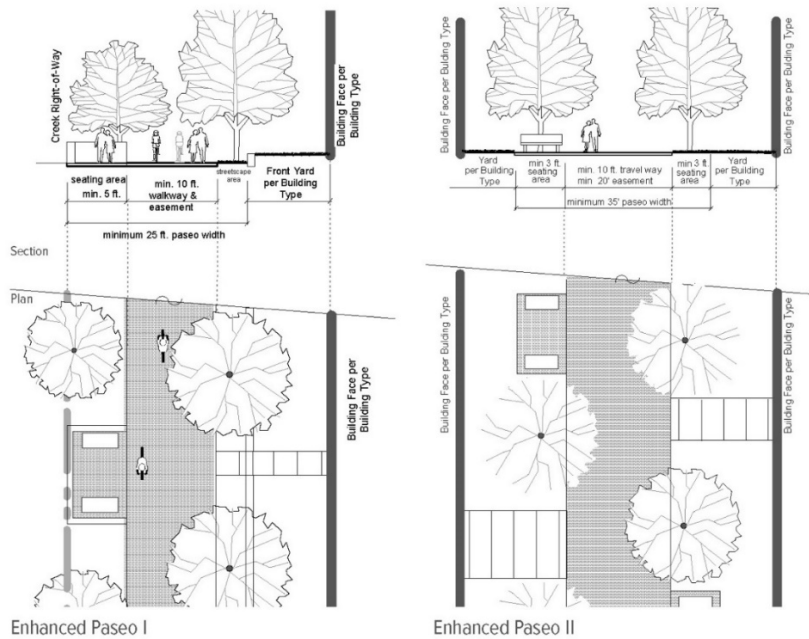


Figure 14-15. Paseo Illustrations

- (4) **Outdoor Lighting.** The city manager may waive lighting standards under Subsection 9-9-16(g), "Outdoor Lighting," B.R.C. 1981, to allow catenary lighting between buildings and over paseos for bulbs greater than seven watts and no greater than eleven watts.
- (5) **Fire Access.** Where required by the City of Boulder Fire Code or City of Boulder Design and Construction Standards, the easement and travel way may be expanded to accommodate the fire truck access, where required. All other elements required must be included in the paseo design.
- (6) **Special Design Requirements.** Refer to Figure 14-15 for paseo illustrations.

(A) Narrow Paseo.

- (i) Narrow paseos shall be open to the sky. At least one of the buildings along a paseo shall be two stories or less along the paseo or the third and higher stories shall be set back a minimum of fifteen feet from the paseo.
- (ii) Narrow paseos shall be designed to include landscaping in decorative pots and planters where sufficient space exists between the pedestrian travel path and the buildings.

(B) Wide Paseo.

- (i) Wide paseos shall be open to the sky with the exception of canopies and trellises.
- (ii) Wide Paseos shall be designed to include art, such as a sculpture or mural.
- (iii) Wide paseos shall include a mix of hardscaping and landscaping; no less than twenty-five percent of the paseo shall be landscaped, evenly distributed for the length of the paseo.

(C) Enhanced Paseo I and II.

- (i) Where a transitioning of grades occurs in an enhanced paseo I or II, the grades shall transition with terraced retaining walls of a height not to exceed thirty-six inches; if the walls are intended for seating, their height shall not exceed twenty-four inches.
- (ii) Enhanced paseos I and II shall include a mix of hardscaping and landscaping; all areas other than pedestrian travel ways, seating areas, and entranceways to buildings must be landscaped.
- (iii) In East Boulder, the width of the enhanced paseo I along the Goose Creek frontage shall be measured from the outer northern edge of the ditch easement. The approving authority may approve a different configuration if the applicant is able to obtain ditch company approvals for the incorporation of the North Boulder Farmer’s Ditch and associated easement area into the paseo design.
- (iv) In East Boulder, the enhanced paseo I along the Goose Creek frontage is designated as Type C, allowing a service base consistent with the service base requirements in Section 9-14-24, B.R.C. 1981. Garage access for motor vehicles may not be located on a paseo.

9-14-11. SITE DESIGN REQUIREMENTS

(a) Site Access. Site access locations shall be consistent with Section 9-9-5, "Site Access Control," B.R.C. 1981, except as modified below:

- (1) **Frontage Hierarchy.** For the purposes of this chapter and determining site access, Type C frontages are lower category streets than Type B frontages, and Type B frontages are lower category streets than Type A frontages.
- (2) **Service Base Access.** Multiple access points will be allowed on a lot or parcel to serve a building with a service base, provided the requirements of Section 9-14-24, "Service Base," B.R.C. 1981, are met.
- (3) **Driveways.** Driveways may not be located in any street yard or setback unless consistent with Section 9-9-5, "Site Access Control," B.R.C. 1981, to cross perpendicularly through the setback to access or connect to an adjacent parking lot per subsection (d), Inter-Lot Drives, of this section.

1 (4) **Trash and Recycling Areas.** One mountable, rolled curb section is allowed at a
2 Type B or C street per development, maximum ten feet in width, in order to roll
3 receptacles out to the street.

4 (b) **Street Yard Design.** Street yards, including courtyards and streetscape plazas designed
5 to meet the requirements of Subsection 9-14-14(h), “Required Streetwall Variation,”
6 B.R.C. 1981, shall be designed consistent with the following:

7 (1) **Coordinated Design.** The combined streetscape and street yard area from
8 building facade to the back of curb is coordinated and comprehensibly designed
9 with a combination of hardscape and landscape areas, although differences in
10 materials and functional areas may exist.

11 (2) **Shopfront Streetscape.** Where the shopfront base is required, hardscape is
12 located within 24 inches or less of the shopfront windows and that hardscape is
13 connected to the path between the public sidewalk and the building entrances.

14 (3) **Trees.** At least one tree is planted for every 1,000 square feet of any street yard,
15 courtyard, or streetscape plaza area, located in planting areas or tree wells. Street
16 yard trees meet the minimum permeable area requirements in Paragraph 9-14-
17 10(a)(3)(D), B.R.C. 1981.

18 (4) **Hardscape.** Hardscape areas are paved with unit pavers, such as bricks, quarry
19 tiles, porous pavers, or poured-in-place materials. If poured-in-place materials are
20 selected, they must be of decorative color or textures.

21 (5) **Landscape Beds.** A minimum of twenty-five percent of the street yard areas,
22 including courtyards and streetscape plazas to meet the requirements in
23 Subsection 9-14-14(h), B.R.C. 1981, include landscape beds with shrubs,
24 perennials, grasses, and/or annual plants.

25 (6) **Seating and Amenities.** Seating and amenities shall be provided in courtyards
and streetscape plazas required per Subsection 9-14-14(h), B.R.C. 1981,
consistent with the following:

(A) Temporary or permanent seating is provided. Temporary seating shall be
available or in place between March 15 and November 15.

(B) In addition to seating, at least one other amenity is provided, such as a
pergola, multiple trellises, catenary or string overhead lighting, a fountain,
or artwork (sculpture or mural).

(c) **Yards and Setbacks.** Setbacks and yards, with the exception of street yards, courtyards,
street yard plazas, parking areas, driveways, loading zones, mechanical equipment, and
refuse and recycling areas, shall meet the following standards:

1 (1) Trees. To the extent practical and achievable, trees shall be planted at a
2 minimum of one per 1,500 square feet, located in planting areas or tree wells.

3 (2) Landscape Areas. Yards and setbacks shall be designed for a mix of paved and
4 landscaped areas, consistent with the maximum impervious and semi-pervious
5 areas allowed per the building type.

6 (d) Inter-Lot Drives. Adjacent parking lots in a development shall be connected with a
7 shared drive that perpendicularly crosses any side and/or rear setback.

8 (e) Mid-Block Pathways. In East Boulder, mid-block pathways are required on longer
9 blocks consistent with the following:

10 (1) Pathway Location. Mid-block pathways shall continuously connect the two
11 opposite frontages specified in Paragraph 9-14-6(c)(2), B.R.C. 1981, and be
12 located within 50 feet of the midpoint of the frontage.

13 (2) Pathway Width. The minimum width of the pathway area between building
14 facades shall be ten feet with a minimum pathway of five feet. The unpaved areas
15 shall be landscaped.

16 (3) Path Construction Standards. The pathway shall be constructed to accommodate
17 pedestrians and vehicles that may generally be operated on a sidewalk in the city
18 and shall meet the construction standards of a concrete walk and multi-use paths
19 in the City of Design and Constructions Standards.

20 (4) Open-Air. Mid-block pathways shall be open to the sky, except buildings may
21 bridge over the pathways for distances along the pathway of no more than thirty
22 feet and covering no more than thirty percent of the length of the mid-block
23 pathway. The clear opening under the bridge shall be at least fifteen feet in height.

24 9-14-12. OUTDOOR SPACE REQUIREMENTS

25 (a) Intent. The intent of the outdoor space requirements is the provision of common outdoor
26 spaces for gathering and socializing between neighbors as well as to provide breaks in the
27 urban fabric of the area buildings. Outdoor spaces are intended to be directly accessible
28 from the street and other public ways.

29 (b) Applicability. Outdoor space shall be designed and constructed or improved consistent
30 with the requirements of this section.

31 (c) Outdoor Space Types. All required outdoor space shall comply with one of the outdoor
32 space types defined in subsections 9-14-12(m) through (q) of this section and the
33 specifications applicable to the type used.

1 (1) **Specified Type.** If a type of outdoor space is specified in Figure 14-17 for
 2 Boulder Junction or Figure 14-18 for Alpine-Balsam for the project site, such type
 3 shall be utilized.

4 (2) **No Specified Type.** If no type is specified in Figure 14-17 or Figure 14-18 or the
 5 type is designated as flexible, any one of the outdoor space types defined in
 6 subsections 9-14-12(m) through (q) of this section may be utilized provided that
 7 the type utilized will result in a mix of outdoor spaces in the vicinity of the
 8 development.

9 (d) **Outdoor Space Required.** At least one outdoor space shall be provided in the
 10 development, except, if the development is located in an East Boulder form-based code
 11 area and includes more than 75,000 square feet of residential floor area, at least two
 12 outdoor spaces shall be provided.

13 (1) **Specific Locations.** Outdoor space shall be provided within 150 feet of the
 14 locations shown in Figure 14-17. Boulder Junction: Required Locations for
 15 Outdoor Space or Figure 14-18. Alpine-Balsam: Required Locations for Outdoor
 16 Space, as applicable.

17 (2) **Underpass Outdoor Space.** Outdoor space shall be provided in any location
 18 where Figure 14-17 shows a future underpass. The minimum size of such outdoor
 19 space shall be determined by the city manager. The space shall be not less than
 20 200 feet in length and 35 feet in width and must be long enough to provide for
 21 transition grades and wide enough to allow for landscaping and paving area.

22 (3) **Existing Public Space.** An outdoor space requirement of this section may be met
 23 with an outdoor space outside of the development that is located within 1/8 of a
 24 mile of all public entrances to buildings in the development provided the space is a
 25 public outdoor space or a space to which the anticipated residents, tenants,
employees, customers, and visitors to the development have a right of access and
use.

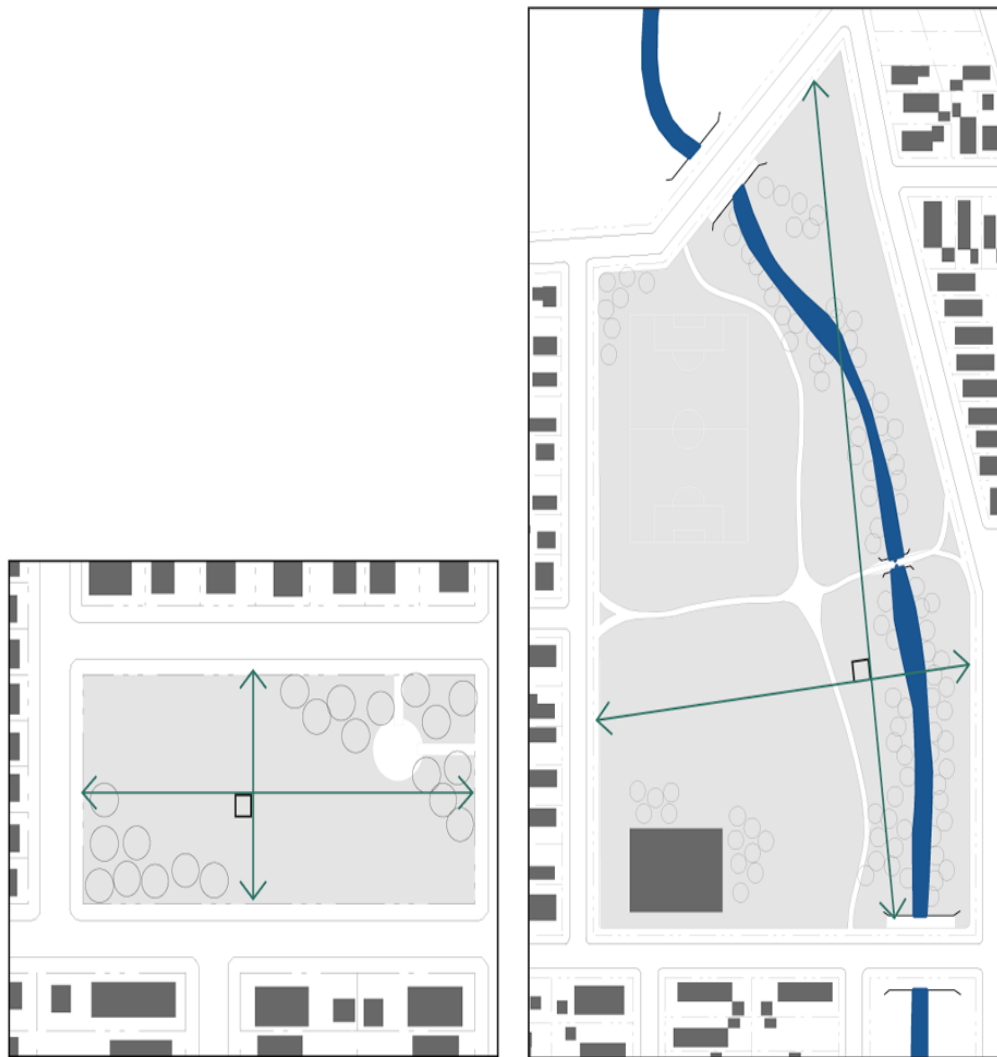
(4) **Optional Areas.** Where two outdoor spaces are required, the following may be
utilized to meet the requirement for one or both outdoor spaces:

(A) **Courtyard.** A courtyard in the development meeting the
requirements of Subsections 9-14-14(g) or (h), B.R.C, 1981,
and of a size of at least 1,600 square feet.

(B) **Playground.** An outdoor area dedicated to playground use and
including playground equipment, play surfaces, and seating areas.
The playground surface area shall be a at least 1,400 square-feet
in size, with the perimeter edged by walls, seating areas, or fences

1 meeting the requirements of subsection (g) to provide enclosure
2 and protection from streets and public ways. A playground
3 located wholly or partially within another outdoor space type does
4 not count as a separate outdoor space.

5 (5) **Small Projects Exception.** If the project site is smaller than 0.7 acres in size, the
6 minimum size requirement of an outdoor space type is fifteen percent of the
7 project site. All contiguous lots or parcels under common ownership or control
8 are considered the project site for purposes of determining the project site under
9 this subparagraph. Contiguity shall not be affected by the existence of a platted
10 street or alley or any other public or private right-of-way.



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25 **Figure 14-16. Outdoor Space: Measuring Minimum Dimensions**

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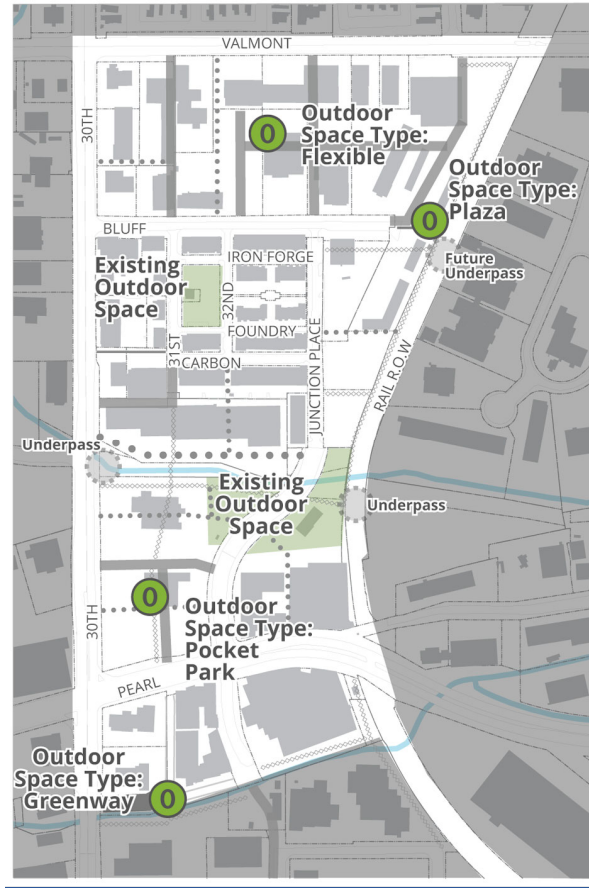


Figure 14-17. Boulder Junction: Required Locations for Outdoor Space

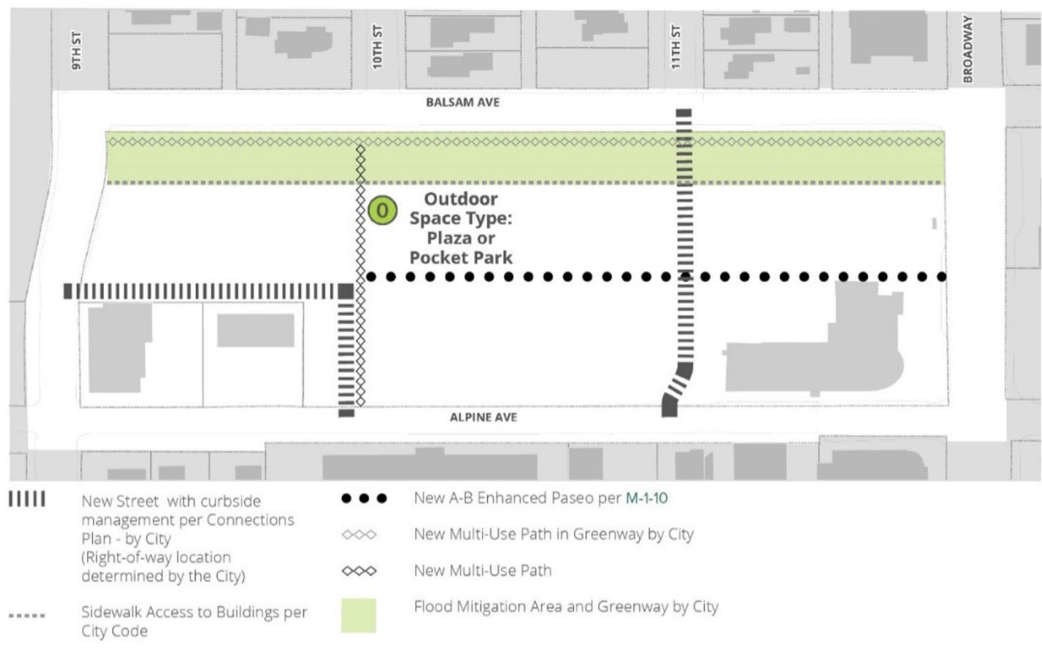


Figure 14-18. Alpine-Balsam: Required Locations for Outdoor Space

- 1 (e) **General Design Standards.** All outdoor space shall be designed and maintained to meet
 2 the following standards:
- 3 (1) **Landscaped Areas.** Landscaped areas must meet the requirements of Section 9-
 4 9-12, "Landscaping and Screening Standards," B.R.C. 1981;
- 5 (2) **Exterior Paved Areas.** Exterior paved areas shall meet the standards of
 6 Subparagraphs 9-9-11(e)(5)(A) and (B), B.R.C. 1981; and
- 7 (3) **Recreational Amenities.** Seating and other elements encouraging use and
 8 occupation of the space and spatially defining the space shall be included in the
 9 design so as to make the space attractive and an integral part of the circulation
 10 pattern of the development. Such elements may include benches, tables,
 11 ornamental lighting, sculptures, landscape planters or movable containers, trees,
 12 tree grates, water features, or other recreational amenities.
- 13 (f) **Access.** All required outdoor spaces shall be accessible from a pedestrian route associated
 14 with a vehicular right-of-way and/or adjacent building entrances or exits.
- 15 (g) **Fencing.** Outdoor space types may incorporate fencing provided that the following
 16 requirements are met:
- 17 (1) **Height.** No fence shall exceed forty-eight inches in height. This maximum fence
 18 height may be modified by the approving authority to ensure functionality and
 19 safety of the users of the outdoor space, for example, in proximity to railroad
 20 right-of-way and around swimming pools, ball fields, and ballcourts.
- 21 (2) **Level of Opacity.** Fence opacity shall not exceed sixty percent.
- 22 (3) **Type.** Chain-link fencing is prohibited along any street frontage. The approving
 23 authority may modify this standard around sports field or courts to ensure the
 24 safety of the users and visitors to the property and functionality of the outdoor
 25 space use.
- 26 (4) **Openings.** Openings or operable, unlocked gates shall be provided on every street
 27 frontage at a minimum of one per every 100 feet of frontage.
- 28 (h) **Parking Requirements.** Parking shall not be required for any outdoor space type, unless
 29 a use other than open space is determined by the city manager.
- 30 (i) **Continuity.** New outdoor space shall connect to abutting or proximate existing or
 31 planned public way or open space.
- 32 (j) **Measuring Size.** When determining whether dimensions requirements of this section are
 33 met, the following standards apply:

1 (1) **Size.** The size of the outdoor space is measured to include all landscape and
2 hardscape areas associated directly with the outdoor space.

3 (2) **Minimum Dimension.** The minimum length or width of the outdoor space type
4 shall be measured along the longest two straight lines intersecting at a right angle
5 defining the maximum length and width of the lot consistent with Figure 14-16.
6 Outdoor Space: Measuring Minimum Dimensions. B.R.C. 1981.

7 (3) **Minimum Percentage of Street Frontage Required.** A minimum percentage of
8 the outdoor space perimeter, as measured along the outer edge of the space, shall
9 be located directly adjacent to a street.

10 (k) **Improvements.** When determining the specific improvement standards applicable to
11 each outdoor space type, the following shall apply:

12 (1) **Designated Sports Fields.** Designated sports field shall mean sports fields or ball
13 courts designated for one or more particular sports, including but not limited to
14 baseball fields, softball fields, soccer fields, basketball courts, football fields, and
15 tennis courts.

16 (2) **Playgrounds.** Playgrounds shall mean a defined area with play structures and
17 equipment typically designed for children under twelve years of age, such as
18 slides, swings, climbing structures, and skate parks. Where a playground is
19 required, it shall include soft surfacing and structures and shall be a minimum of
20 1,800 square feet in total area.

21 (3) **Mobility Hub.** Mobility hubs may be incorporated into an outdoor space if noted
22 in the applicable outdoor space type table. Mobility hubs may range from pick-up
23 locations for taxis or ride-share services to stations for bike-share systems and
24 may range in size. A mobility hub incorporated into an outdoor space shall have a
25 designated space and include paving, seating, and landscaping.

26 (4) **Fully Enclosed Structures.** Where permitted, fully enclosed structures may
27 include such uses as small cafes, kiosks, community centers, and restrooms. For
28 some outdoor space types, fully enclosed structures are subject to a maximum
29 building coverage limitation, limiting the building coverage to a percentage of the
30 outdoor space area.

31 (5) **Semi-Enclosed Structures.** Semi-enclosed structure shall mean open-air
32 structure, such as a gazebo. Semi-enclosed structures are permitted in all outdoor
33 space types.

34 (6) **Maximum Impervious and Semi-Pervious Surface.** Limitations on impervious
35 and semi-pervious surfaces are provided separately for each open space type to
36 allow an additional amount of semi-pervious surface, such as permeable paving,

above the impervious surfaces permitted, including, but not limited to, sidewalks, paths, and structures as permitted.

(7) Maximum Percentage of Open Water Body. Maximum percentage of open water body shall mean the maximum amount of area within the outdoor space that may be covered by an open water body, including but not limited to ponds, lakes, and pools.

(1) Stormwater in Outdoor Space Types. Stormwater management practices, such as storage and retention facilities, may be integrated into any of the outdoor space types and utilized to meet stormwater requirements for surrounding parcels subject to the following standards:

(1) Stormwater Features. Stormwater features in outdoor space may be designed as formal or natural amenities with additional uses other than stormwater management, such as an amphitheater, sports field, pond, or pool, as part of the landscape design.

(2) Fencing. Stormwater features shall not be fenced and shall not impede public use of the space.

(3) Walls. Retaining walls over 2.5 feet in height are not allowed in any outdoor space accommodating stormwater, except in a Greenway type and as required by the City of Boulder.

(4) Structures. All inlets, pipes, overflows, outfalls, and other structures required for the stormwater facility shall be incorporated into a landscape design and designed as unobtrusively as feasible.

(5) Qualified Professional. A qualified landscape architect shall be utilized to design the space for use by people, incorporating the stormwater features into the design.

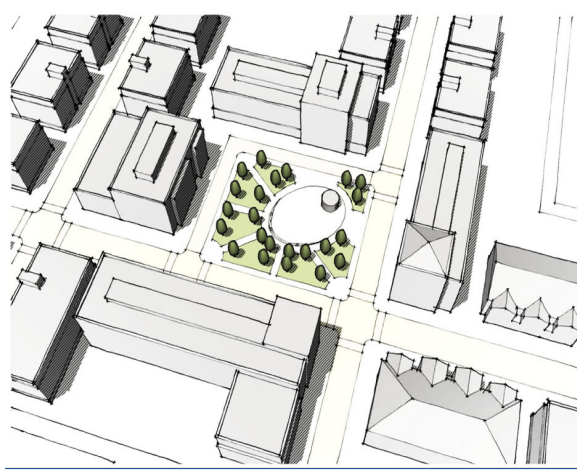


Figure 14-19. Example of a Plaza

(m) **Plaza.** The intent of the plaza is to provide a formal outdoor space of medium scale that may serve as a gathering place for civic, social, and commercial purposes. The plaza may contain a greater amount of impervious coverage than any other type of outdoor space regulated in this section. Special features, such as fountains and public art installations, are encouraged. Plazas shall be designed to meet the standards of Table 14-3. Plaza Requirements. See Figure 14-19. Example of a Plaza.

Table 14-3. PLAZA REQUIREMENTS

<u>Dimensions</u>	
<u>Minimum Size</u>	<u>0.10 acres</u>
<u>Maximum Size</u>	<u>1 acre</u>
<u>Minimum Dimension</u>	<u>80 feet</u>
<u>Minimum Percentage of Street or Public Way Frontage Required</u>	<u>25%</u>
<u>Improvements</u>	
<u>Designated Sports Fields</u>	<u>Not permitted</u>
<u>Playgrounds</u>	<u>Not permitted</u>
<u>Mobility Hub</u>	<u>Permitted</u>
<u>Fully Enclosed Structures</u>	<u>Permitted; may cover maximum 5% of plaza area</u>
<u>Maximum Impervious Surface + Semi-Pervious Surface</u>	<u>60%+ 20%</u>
<u>Maximum Percentage of Open Water</u>	<u>30%</u>



Figure 14-20. Example of a Green

(n) **Green.** The intent of the green is to provide an informal outdoor space of medium scale for active or passive recreation located within walking distance for building occupants and visitors. The green is intended to be fronted mainly by streets. Greens shall be designed to meet the standards of Table 14-4. See Figure 14-20. Example of Green.

Table 14-4. GREEN REQUIREMENTS

<u>Dimensions</u>	
<u>Minimum Size</u>	<u>0.25 acres</u>
<u>Maximum Size</u>	<u>2 acres</u>
<u>Minimum Dimension</u>	<u>45 feet</u>
<u>Minimum Percentage of Street or Public Way Frontage Required</u>	<u>100% for greens less than 1.25 acres; 50% for greens 1.25 or more acres in size</u>
<u>Improvements</u>	
<u>Designated Sports Fields</u>	<u>Not permitted</u>
<u>Playgrounds</u>	<u>Permitted</u>
<u>Mobility Hub</u>	<u>Permitted</u>
<u>Fully Enclosed Structures</u>	<u>Not permitted</u>
<u>Maximum Impervious Surface + Semi-Pervious Surface</u>	<u>20% + 15%</u>
<u>Maximum Percentage of Open Water</u>	<u>30%</u>



Figure 14-21. Example of a Commons

(o) **Commons.** The intent of the commons is to provide an informal, small to medium scale outdoor space for active or passive recreation. Commons are typically internal to a block and tend to serve adjacent building occupants. Commons shall be designed to meet the standards of Table 14-5. See Figure 14-21. Example of Commons.

Table 14-5. COMMONS REQUIREMENTS

<u>Dimensions</u>	
<u>Minimum Size</u>	<u>0.25 acres</u>
<u>Maximum Size</u>	<u>1.5 acres</u>
<u>Minimum Dimension</u>	<u>45 feet</u>
<u>Minimum Percentage of Street or Public Way Frontage Required</u>	<u>0%; requires a minimum of two access points (minimum 20 feet wide)</u>
<u>Improvements</u>	
<u>Designated Sports Fields</u>	<u>Not permitted</u>
<u>Playgrounds</u>	<u>Permitted</u>
<u>Mobility Hub</u>	<u>Not permitted</u>
<u>Fully Enclosed Structures</u>	<u>Not permitted</u>
<u>Maximum Impervious Surface + Semi-Pervious Surface</u>	<u>30% + 10%</u>
<u>Maximum Percentage of Open Water</u>	<u>30%</u>



Figure 14-22. Example of a Pocket Park

(p) **Pocket Park.** The intent of the pocket park is to provide a small scale, primarily landscaped active or passive recreation and gathering space for neighborhood residents within walking distance. Pocket parks shall be designed to meet the standards of Table 14-6. See Figure 14-22. Example of Plaza.

Table 14-6. POCKET PARK REQUIREMENTS

<u>Dimensions</u>	
<u>Minimum Size</u>	<u>0.10 acres</u>
<u>Maximum Size</u>	<u>1</u>
<u>Minimum Dimension</u>	<u>None</u>
<u>Minimum Percentage of Street Frontage Required</u>	<u>30%</u>
<u>Improvements</u>	
<u>Designated Sports Fields</u>	<u>Not permitted</u>
<u>Playgrounds</u>	<u>Required</u>
<u>Mobility Hub</u>	<u>Permitted</u>
<u>Fully Enclosed Structures</u>	<u>Not permitted</u>
<u>Maximum Impervious Surface + Semi-Pervious Surface</u>	<u>30% + 10%</u>
<u>Maximum Percentage of Open Water</u>	<u>30%</u>



Figure 14-23. Example of a Park/Greenway

(q) **Park/Greenway.** The intent of the park/greenway is to provide informal active and passive large-scale recreational amenities to local residents and the greater region. Parks have primarily natural plantings and are frequently created around an existing natural feature such as a water body or stands of trees. Parks/greenways shall be designed to meet the standards of Table 14-7. See Figure 14-23. Example of Parks/Greenways.

Table 14-7. PARK/GREENWAY REQUIREMENTS

<u>Dimensions</u>	
<u>Minimum Size</u>	<u>2 acres</u>
<u>Maximum Size</u>	<u>None</u>
<u>Minimum Dimension</u>	<u>30 feet; minimum average width of 80 feet</u>
<u>Minimum Percentage of Street Frontage Required</u>	<u>30% for parks less than 5 acres; 20% for parks 5 or more acres in size</u>
<u>Improvements</u>	
<u>Designated Sports Fields</u>	<u>Permitted</u>
<u>Playgrounds</u>	<u>Permitted</u>
<u>Mobility Hub</u>	<u>Permitted</u>
<u>Fully Enclosed Structures</u>	<u>Permitted in parks 5 acres or larger in size</u>
<u>Maximum Impervious Surface + Semi-Pervious Surface</u>	<u>20% + 10%</u>
<u>Maximum Percentage of Open Water</u>	<u>50%</u>

9-14-13. LARGE SITE DEVELOPMENT STANDARDS

(a) **Applicability.** A development four acres in size or larger shall meet the requirements of this section. Developments subject to this section shall be designed consistent with the standards of this section and a block plan analysis meeting the standards of this section required under Subsection 9-2-16(d), “Application Requirements,” B.R.C. 1981. This section does not require a development project to develop all properties considered part of the large site development. Dedication and construction requirements will consider the scope of the project and may be imposed to the extent that they are roughly proportionate to the transportation impact of the project or necessary to serve the development project. No structure shall be constructed so as to prevent compliance with the standards of this section as established in the block plan analysis.

(b) **Streets and Block Layout.** The development shall provide safe and convenient vehicular and pedestrian transportation between and through lots and parcels to adequately serve the new development. To accomplish this, the approving authority may require connections in addition to those required under the regulating plan and any approved connections plan for the area consistent with the following considerations and requirements:

(1) Block Length. Block lengths is approximately 400 feet or less.

1 (2) Block Perimeter. Block perimeter is approximately 1,600 feet or less.

2 (3) Cul-de-Sac and Dead-End Streets. Cul-de-sac and dead-end streets are not
3 allowed except due to site constraints or natural features.

4 (4) Configuration. Additional connections shall be consistent with the standards of
5 Section 9-9-8, "Reservation, Dedication, and Improvement of Rights of Way,"
6 B.R.C. 1981, and other required connections.

7 (A) On-Street Parking. Parking lanes shall be provided on both sides of the
8 street.

9 (5) Paseos. Paseos shall meet the standards in Section 9-14-10, B.R.C. 1981.

10 (6) Plan Amendments. Any additions or other amendments to a connections plan for
11 the area shall be reviewed pursuant to the process and criteria established
12 therefore in the applicable plan and in conjunction with the form-based code
13 review of the application.

14 (c) **Type A, B, and C Frontage Designation.** Frontages along new connections shall be
15 designated as Type A, B, or C frontages consistent with the standards in Section 9-14-15,
16 "Type A, B, and C Frontages," B.R.C. 1981, and the following:

17 (1) Frontage designation shall be consistent with the intent of the area or
18 subcommunity plan.

19 (2) A minimum of 25% of frontages of new and existing streets in and abutting the
20 development shall be designated as Type A frontage.

21 (d) **Terminated Vistas.** Views down streets that terminate at parcels, including where streets
22 angle at less than 90 degrees, shall meet the terminated vista requirements in Subsection
23 9-14-14(i), B.R.C. 1981.

24 **BUILDING TYPES**

25 **9-14-14. REQUIREMENTS APPLICABLE TO ALL BUILDING TYPES**

26 (a) **Purpose.** The purpose of the building type requirements is to establish standards for
27 building design, building form, siting of buildings, and specific uses based on the
28 building type that may be utilized on a property pursuant to the applicable regulating plan
29 or as otherwise authorized.

30 (b) **Building Types Requirements.** No person shall develop, use, or occupy any building or
31 other property located within the area designated in Appendix L, "Form-Based Code
32 Areas," B.R.C. 1981, except in conformance with the building type standards of sections

1 9-14-16 through 9-14-21 of this chapter unless modified through an exception under
 2 Subsection 9-2-16(i), B.R.C. 1981. This following generally describes the building types:

3 (1) **Main Street Storefront Description.** The main street storefront building type is a
 4 highly pedestrian-oriented, mixed-use building. Ground story storefront is
 5 required along all Type A streets with only personal service, retail, dining, and
 6 entertainment uses to provide activity. Upper story uses are flexible. Parking is in
 7 the rear of the lot or located off-site. Refer to Section 9-14-16, B.R.C. 1981, for
 8 requirements.

9 (2) **Commercial Storefront Description.** The commercial storefront building type
 10 permits single use buildings and more parking locations, but still addresses
 11 pedestrian orientation with buildings built up to the sidewalk and storefront glass
 12 requirements. This building type allows a broader variety of commercial, retail,
 13 and industrial uses on the ground story, including vehicle-related uses. Refer to
 14 Section 9-14-17, B.R.C. 1981, for requirements.

15 (3) **General Building Description.** The general building type is a basic building that
 16 serves as urban fabric, built along the sidewalk connecting the more commercial
 17 spaces with open spaces. This building can accommodate a wide range of uses. It
 18 differs from the storefront by its lower requirement for ground story glass and
 19 allowance for an above-sidewalk level ground story elevation. Refer to Section 9-
 20 14-18, B.R.C. 1981, for requirements.

21 (4) **Row Building Description.** The row building type is similar to the general
 22 building but is smaller in scale. The ground story is required to be divided into
 23 different units, each with separate entrances. Townhouses, rowhouses, live-work
 24 units, incubator space, or small width industrial or craftsman spaces fit well into
 25 this building type. Refer to Section 9-14-19, B.R.C. 1981, for requirements.

(5) **Workshop Building Description.** The workshop building type is similar to the
general building but allows the service base with garage door access more widely.
The ground story is also typically taller to allow for production uses. Refer to
Section 9-14-20, B.R.C. 1981, for requirements.

(6) **Civic Building Description.** The civic building type is the most flexible building,
meant to allow for more iconic designs within the urban fabric of the area. This
building type is limited to specific public and institutional uses, such as
governmental facilities, religious assemblies, schools, colleges, and universities,
as well as parks and recreation uses, museums, and live theaters. Refer to Section
9-14-21, B.R.C. 1981, for requirements.

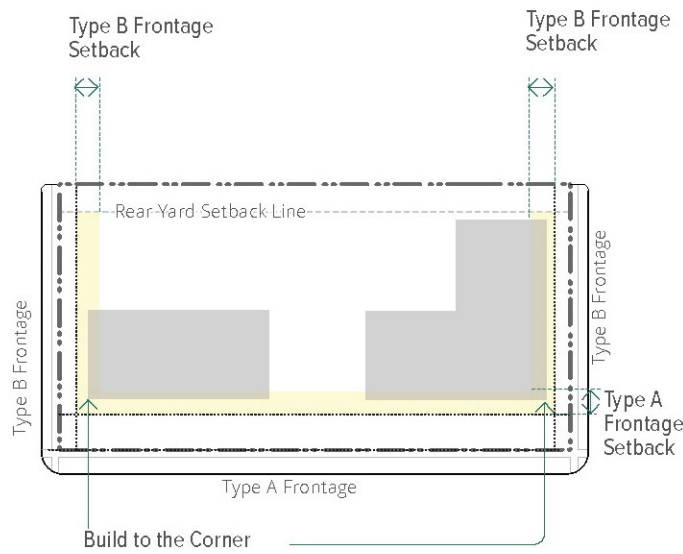
(c) **Uses in Building Types.** All uses of a property shall meet the requirements of Chapter 9-
6, "Use Standards," B.R.C. 1981. Where use regulations are imposed by this chapter

1 based on the building type, the use of the property shall also be consistent with those
 2 standards.

3 (d) **General Building Design Requirements.** All buildings shall comply with the building
 4 design requirements of sections 9-14-22 through 9-14-33 of this chapter.

5 (e) **Multiple Principal Structures.** Multiple structures may be constructed on a lot or parcel.
 6 All structures shall meet the applicable building type requirements, including the frontage
 7 setback requirements.

8 (f) **Build to the Corner.** On corners, a building or structure shall be located at the
 9 intersection of the two frontage setbacks as shown in Figure 14-24. The standards of
 10 Subparagraph 9-14-10(a)(3)(B), "Sight Triangle Area," B.R.C. 1981, must also be met.



18 **Figure 14-24. Build-to Corner and Frontage Setbacks**

19 (g) **Streetwall Courtyards.** Where minimum streetwall is required and streetwall variation
 20 is not required, courtyards meeting the requirements of Paragraph 9-14-14(h)(1), B.R.C.
 21 1981, are allowed provided they do not exceed thirty-five percent of the streetwall. The
 22 courtyard counts towards the required minimum streetwall percentage.

23 (h) **Required Streetwall Variation.** Where streetwall variation is required, a courtyard or
 24 streetscape plaza meeting the following requirements shall be provided for streetwall
 25 increment required per the building type:

(1) **Courtyard.** Courtyards shall meet the following requirements:

- 1 (A) The courtyard is at least thirty feet in width and thirty feet in depth.
- 2 (B) The courtyard abuts the frontage setback.
- 3 (C) There is no motor vehicle parking in the courtyard.
- 4 (D) The courtyard facades are treated with the frontage type of the adjacent
5 street frontage per facade requirements for the building type and building
6 design requirements in Sections 9-14-27 through 9-14-33, B.R.C. 1981.

6 (E) The courtyard design includes the following:

- 7 (i) No more than sixty-five percent of the area is paved and the
8 hardscape includes special paving materials and patterns.
- 8 (ii) Landscape beds and trees consistent with Subsection 9-14-11(b),
9 “Street Yard Design,” B.R.C. 1981.
- 9 (iii) Seating and amenities consistent with Subsection 9-14-11(b),
10 “Street Yard Design,” B.R.C. 1981.

11 (2) **Streetscape Plaza.** Streetscape plazas shall meet the following requirements:

- 12 (A) The streetscape plaza is located within the maximum setback.
- 13 (B) At least thirty-five percent of the streetwall fronts one or more streetwall
14 plazas extending from the right-of-way to the maximum setback.
- 15 (C) The minimum width of each streetscape plaza along the frontage is 20
16 feet.
- 16 (D) The streetscape plaza is designed to integrate with the street yard and
17 streetscape design and includes the following:
 - 18 (i) Hardscape in the plaza includes special paving materials and
19 patterns.
 - 19 (ii) Landscape beds and trees are provided consistent with the
20 requirements of Subsection 9-14-11(b), “Street Yard Design,”
21 B.R.C. 1981.
 - 21 (iii) Seating and amenities are provided consistent with the
22 requirements of Subsection 9-14-11(b), “Street Yard Design,”
23 B.R.C. 1981.

23 (i) **Terminated Vistas.** street terminates or curves on or adjacent to a property as designated
24 on the regulating plan, the site or building design shall include a feature to terminate the
25 view from the street or path. The project shall meet the following standards:

25 (1) **Open Space.** If the property where the vista is required to be terminated is open
 space, one of the outdoor space types established in Section 9-14-12, “Outdoor

1 Space Requirements,” B.R.C. 1981, shall be utilized, and a vertical feature shall
2 terminate the view. Acceptable vertical features include, but are not limited to, a
3 stand or grid of at least three large maturing trees, listed in the approved tree list
4 published annually by the city manager, a sculpture, a gazebo, or a fountain.

5 (2) Building. If the property where the vista is required to be terminated is not
6 utilized as open space, the facade of a building shall terminate the view. At the
7 termination point designated on the regulating plan, a minimum of sixty feet of
8 the building facade shall meet the standards applicable to a Type A frontage,
9 whether or not fronting on a Type A street, with the exception of the entrance
10 requirements. The building shall include a feature that terminates the view, such
11 as, a tower, cupola, bay, courtyard, or a streetscape plaza consistent with the
12 streetwall variation requirements in Section 9-14-14(h), B.R.C. 1981.

13 (3) Parking or Other Facades. A parking structure, surface parking lot, or side or rear
14 facade shall not terminate a vista.

15 (j) Trash and Recycling Areas. Unless otherwise allowed by the building type, all trash,
16 recycling, and other waste areas shall be located inside the building or in the parking yard
17 consistent with the following requirements:

18 (1) Interior of the Building. Refuse, recycling, and other waste areas located inside
19 the building shall meet the following requirements:

20 (A) Access doors to the area shall be located on the rear or interior side facade.

21 (B) If no rear or interior side facade exists, access doors may be located off a
22 Type B or C street facade.

23 (C) Access doors or gates on a street facade shall have a minimum opacity of
24 80 percent.

25 (D) Access gates shall be set back a minimum of five feet from any street
facade.

(2) Other Locations. When no parking yard exists, the parking or rear yard is less
than ten feet in depth, and an interior building location is not available, trash,
recycling, and other waste areas may be located in the rear yard, interior side
yard, or in a Type B or C street yard.

(k) Garage Entrances. Garage doors shall be located on a Type B frontage, Type C
frontage, rear or interior yard, or along an interior side facade, except that on the service
base garage doors may also be located consistent with the standards in Section 9-14-24,
“Service Base,” B.R.C. 1981.

(1) Garage doors on Type B frontages shall be set back from the majority of the

1 frontage facade a minimum of three feet.

2 (2) Garage doors on Type B frontages shall meet minimum facade transparency
3 requirements unless art is incorporated into the door.

4 (l) **Loading Locations.** All on-site loading areas shall be located in the rear or interior yard
5 for all building types, except that on the service base on-site loading areas may also be
6 located consistent with the standards in Section 9-14-24, B.R.C. 1981.

7 (m) **Modifications.** The approving authority may approve the following modifications to
8 building type requirements if it finds the proposed design substantially meets the intent of
9 the requirement being modified:

10 (1) **Building Location.** The location of the building within up to one foot from any
11 minimum setback or frontage setback width or location requirement.

12 (2) **Impervious Coverage.** Up to a ten percent increase in total impervious coverage,
13 not to exceed the total amount of allowed impervious plus semi-pervious
14 coverage.

15 (3) **Type A Frontage Streetwall.** For the commercial storefront building only, up to
16 ten percent decrease in Type A frontage streetwall requirements.

17 (4) **Story Height.** An additional height of any floor-to-floor story height up to two
18 feet, provided the overall building height does not exceed the maximum permitted
19 height.

20 (5) **Transparency.** Up to two percent reduction of the required transparency on a
21 non-Type A frontage facade; and up to four square feet increase of the blank wall
22 area limitation of paragraph 9-14-26(g)(2) on a non-Type A frontage facade.

23 **9-14-15. TYPE A, B, AND C FRONTAGES**

24 A hierarchy of frontages is established for properties located within the area shown on Appendix
25 L, "Form-Based Code Areas." Frontages are designated on the regulating plans pursuant to the
standards of this section.

(a) **Type A Frontage.** Type A frontages shall be provided as follows:

(1) **Regulating Plans.** Type A frontage requirements shall be met in those locations
where a Type A frontage is designated on the regulating plan.

(2) **Outdoor Space Types.** Where a lot or parcel contains or abuts a required outdoor
space, the frontage of a building abutting the outdoor space shall meet Type A
frontage requirements, unless otherwise defined on the regulating plan.

1 (3) **Building Type Requirements.** Type A frontages shall meet the Type A frontage
2 requirements established for the applicable building type.

3 (4) **Corners.** Where a Type A frontage façade is located perpendicular to a Type B or
4 C frontage, or a rail corridor façade, the Type A frontage façade requirements,
5 such as transparency, entrance, and materials requirements, shall be continued
6 around the corner along the perpendicular façade for a minimum of thirty feet.

7 (5) **Multiple Type A Frontages and No Type B Frontage.** If multiple Type A
8 frontages and no Type B or C frontages exist on a site, one Type A frontage may
9 be treated as a Type B frontage for the building type requirements if the
10 approving authority finds that one of the following standards is met with regard to
11 such frontage:

12 (A) Configuration of other parcels along the street, including fronts of
13 buildings and locations of vehicular access, are more consistent with Type
14 B requirements.

15 (B) The classification of the street is more focused on traffic movement than
16 pedestrian orientation.

17 (C) The area plan prioritizes the street lower than other Type A frontages.

18 (6) **No Type A Frontage.** If no Type A frontage is designated on a parcel, a Type B
19 frontage shall be treated as a Type A frontage for the building type requirements.
20 If no Type A or B frontage is designated for a parcel, a Type C frontage shall be
21 treated as a Type A frontage for the building type requirements.

22 (b) **Type B Frontages.** Type B frontages have to be provided as follows:

23 (1) **Regulating Plan.** Type B frontage requirements shall be met in those locations
24 where a Type B frontage is designated on the regulating plan.

25 (2) **Building Type Requirements.** Type B frontages shall meet the Type B frontage
26 requirements established for the applicable building type.

27 (3) **Alternate Treatment.** A designated Type B frontage may alternatively be treated
28 as a Type A frontage.

29 (c) **Type C Frontages.** Type C frontages shall be provided as follows:

30 (1) **Regulating Plan.** Type C frontage requirements shall be met only in those
31 locations where a Type C frontage is designated on the regulating plan.

32 (2) **Building Type Requirements.** Type C frontages shall meet the Type C frontage
33 requirements established for the applicable building type.

(3) Alternate Treatment. A designated Type C frontage may alternatively be treated as a Type A or Type B frontage.

9-14-16. MAIN STREET STOREFRONT BUILDING TYPE

Refer to Section 9-14-6, “Regulating Plans,” B.R.C. 1981, for the locations of buildings in the form-based code areas.

		<u>BOULDER JUNCTION PHASE I</u>	<u>REFERENCES/ ADDITIONAL REQUIREMENTS</u>
<u>BUILDING SITING</u> Refer to Figure 14-25.			
<u>1</u>	<u>Type A Frontage Streetwall, minimum</u>	<u>90%</u>	<u>Refer to Subsection 9-14-14(g), B.R.C. 1981, for courtyard allowance.</u>
<u>2</u>	<u>Type A Frontage Setback, minimum to maximum</u>	<u>0 ft. to 5 ft.</u>	<u>Refer to Subsection 9-14-26(b), B.R.C. 1981, for measuring minimum and maximum setbacks.</u>
<u>3</u>	<u>Type B Frontage Setback, minimum to maximum</u>	<u>0 ft. to 5 ft.</u>	
<u>4</u>	<u>Side Yard Setback, minimum</u>	<u>5 ft.; 0 ft. required at paseo or multi-use path</u>	<u>For paseos and multi-use paths, refer to the regulating plans and the Transit Village Connections Plan for locations and details.</u>
<u>5</u>	<u>Rear Yard Setback, minimum</u>	<u>10 ft.; minimum 25 ft. if no alley; 0 ft. required at paseo or multi-use path</u>	
<u>6</u>	<u>Building Length along any Type A & B Frontage, maximum</u>	<u>150 ft.</u>	<u>Refer to Section 9-14-31, B.R.C. 1981, for building massing requirements.</u>
<u>7</u>	<u>Site Impervious Coverage, maximum</u>	<u>70%</u>	<u>Refer to Section 9-14-8, “Definitions,” B.R.C. 1981, for semi- pervious coverage.</u>
	<u>Additional Semi- Pervious Coverage</u>	<u>25%</u>	
<u>8</u>	<u>Surface or Accessory Parking Location</u>	<u>Parking yard only</u>	<u>Refer to Sections 9-9-12 and 9-9-14, B.R.C. 1981, for landscaping and screening requirements. Refer to Subsection 9-14-11(a), B.R.C. 1981, for driveway access. Refer to Subsections 9-14-14 (j), (k), and (l), B.R.C. 1981, for trash &</u>

1			<u>recycling, garage entrances, and loading.</u>
2	HEIGHT Refer to Figure 14-26.		
3			
4	9	Overall: <u>Minimum Height</u> <u>Maximum Height</u>	Refer to subsection 9-14-26(e) for <u>height measuring requirements and section 9-14-31 for building massing requirements. Subsection 9-14-25(g), "Towers," B.R.C. 1981, allows additional height in a limited footprint.</u>
5		<u>2 stories minimum</u> <u>3 stories maximum and up to 40' in height north of Goose Creek and west of Junction Place; 5 stories maximum elsewhere up to 55'</u>	
6			
7		<u>Heights shown may be otherwise regulated by Section 9-14-6, "Regulating Plans," and/or Section 9-14- 7, "View Corridors," B.R.C. 1981</u>	
8			
9			
10	10	Story: <u>Minimum Height</u> <u>Maximum Height</u>	<u>Stories are measured floor to floor. Refer to subsection 9-14-26(f) for explanation of measurement.</u>
11		<u>9'</u> <u>12'</u>	
12		<u>Refer to allowed base types for story height requirements in ground story.</u>	
13			

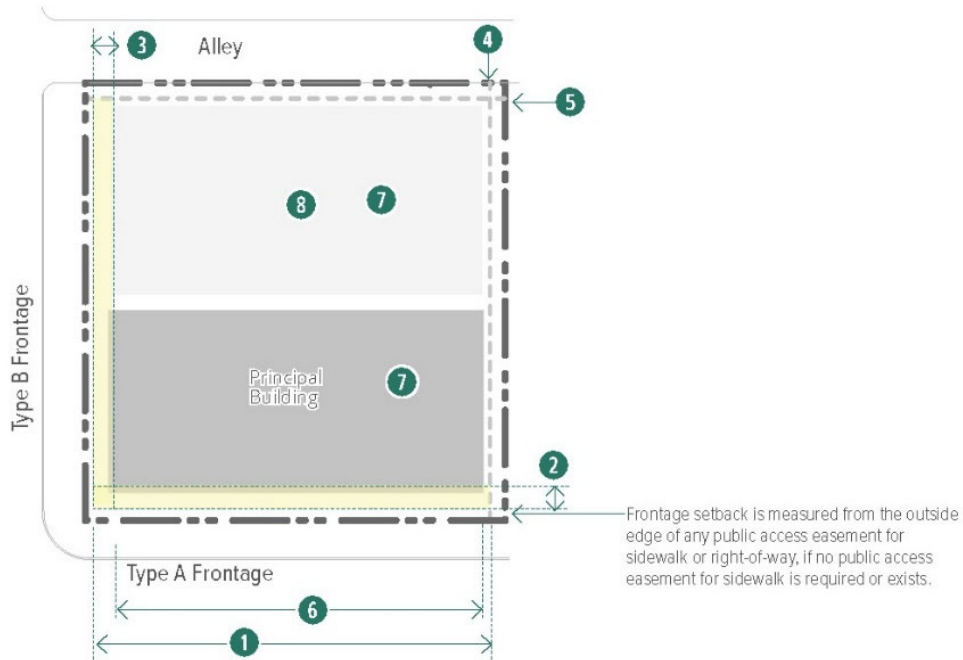


Figure 14-25. Main Street Storefront Building: Building Siting

		<u>BOULDER JUNCTION PHASE I</u>	<u>REFERENCES/ADDITIONAL REQUIREMENTS</u>
<u>USES</u> Refer to Figure 14-26.			
<u>11</u>	<u>All Frontages & Stories</u>	All uses consistent with chapter 9-6 Base Types: refer to allowed base types for use requirements in ground story.	Refer to Chapter 9-6, B.R.C. 1981, for permitted uses per zoning district and definition of uses.
<u>12</u>	<u>Required Occupied Building Space,</u> minimum depth from Type A or B frontage facade, all stories	20 ft.	Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for occupied building space. Occupied building space applies only to full height floors and does not apply to basements.
<u>13</u>	<u>Parking within Building</u>	Permitted fully in any basement and in all other stories except where occupied space is required.	Refer to occupied building space requirement above.
<u>FACADE REQUIREMENTS</u> Refer to Figure 14-27.			
<u>14</u>	<u>Transparency on All Type A, B, and C Frontage Facades,</u> minimum	20% Blank wall limitations defined in Section 9-14-26(g). Additional transparency required on ground story by allowed base type.	Measured per each story. Refer to Subsection 9-14-26(g), B.R.C. 1981, for information on measuring transparency.
<u>15</u>	<u>Horizontal Facade Divisions</u>	At least one expression line, minimum 2" deep, is required within 3 ft. of the top of the ground story and the bottom of any 5th story.	Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for expression line.
<u>BASE REQUIREMENTS</u> Refer to Figure 14-27.			
<u>16</u>	All ground story Type A, B, and C frontage facades shall meet the requirements of an allowed or required base type.		
	<u>Shopfront Base</u>	Provide where required per regulating plans, Section 9-14-6, B.R.C. 1981; Allowed on any frontage.	Refer to Section 9-14-22, B.R.C. 1981, for shopfront base requirements.

1	<u>Stoop Base</u>	<u>Allowed on any frontage, except where shopfront base is required.</u>	<u>Refer to Section 9-14-23, B.R.C. 1981, for stoop base requirements.</u>
2			
3	<u>Service Base</u>	<u>Not allowed.</u>	<u>Refer to Section 9-14-24, B.R.C. 1981, for service base requirements.</u>
4			
5	<u>CAP REQUIREMENTS Refer to Figure 14-27.</u>		
6	<u>17</u> <u>Permitted Cap Types, all not listed are prohibited</u>	<u>Parapet, pitched, flat</u>	<u>Refer to Section 9-14-25, B.R.C. 1981, for cap types, and other cap requirements.</u>
7			

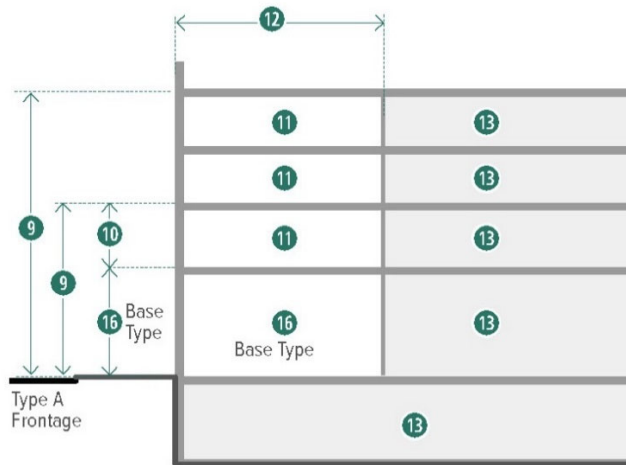


Figure 14-26. Main Street Storefront Building Section: Height & Use Requirements

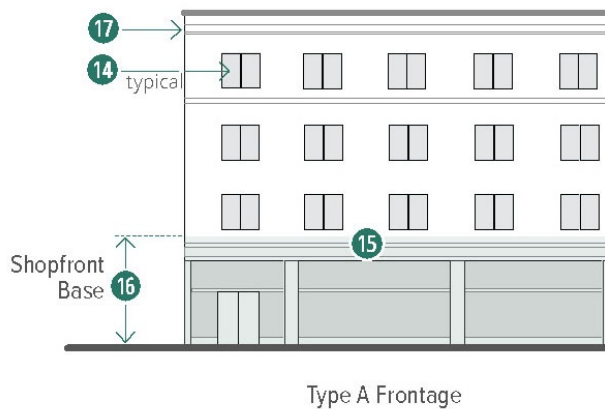


Figure 14-27. Main Street Storefront Building Elevation: Facade Design Requirements

9-14-17. COMMERCIAL STOREFRONT BUILDING TYPE

Refer to Section 9-14-6, “Regulating Plans,” B.R.C. 1981, for the locations of buildings in the form-based code areas.

		<u>BOULDER JUNCTION PHASE I</u>	<u>REFERENCES/ ADDITIONAL REQUIREMENTS</u>
<u>BUILDING SITING</u> Refer to Figure 14-28.			
<u>1</u>	<u>Type A Frontage Streetwall, minimum</u>	<u>60% required</u>	
<u>2</u>	<u>Type A Frontage Setback, minimum to maximum</u>	<u>12 ft. to 20 ft. along Valmont and 30th Street; 0 ft. to 10 ft. along new streets</u>	
<u>3</u>	<u>Type B Frontage Setback, minimum to maximum</u>	<u>0 ft. to 10 ft.</u>	
<u>4</u>	<u>Side Yard Setback, minimum</u>	<u>5 ft.; 0 ft. required at paseo or multi-use path</u>	<u>For paseos and multi-use paths, refer to the regulating plans and the Transit Village Connections Plan for locations and details.</u>
<u>5</u>	<u>Rear Yard Setback, minimum</u>	<u>15 ft.; 25 ft. required if no alley; 0 ft. required at paseo or multi-use path</u>	
<u>6</u>	<u>Building Length any Type A & B Frontage, maximum</u>	<u>90 ft.</u>	<u>Refer to Section 9-14-31, B.R.C. 1981, for building massing requirements.</u>
<u>7</u>	<u>Site Impervious Coverage, maximum</u> <u>Additional Semi-Pervious Coverage</u>	<u>70%</u> <u>25%</u>	<u>Refer to Section 9-14-8, “Definitions,” B.R.C. 1981, for semi-pervious coverage.</u>
<u>8</u>	<u>Surface or Accessory Parking</u>	<u>Parking yard & interior side yard</u>	<u>Refer to Sections 9-9-12 and 9-9-14, B.R.C. 1981, for landscaping and screening requirements.</u> <u>Refer to Subsection 9-14-11(a), B.R.C. 1981, for driveway access.</u> <u>Refer to Subsections 9-14-14 (j), (k), and (l), B.R.C. 1981,</u>

			<u>for trash & recycling, garage entrances, and loading.</u>
HEIGHT Refer to Figure 14-29.			
<u>9</u>	Overall: <u>Minimum Height</u> <u>Maximum Height</u>	<u>1 story</u> <u>3 stories, 35 ft.</u>	<u>Refer to Subsection 9-14-26(e), B.R.C. 1981, for height measuring requirements and Section, B.R.C. 1981, for building massing requirements. Subsection 9-14-25(g), "Towers," B.R.C. 1981, allows additional height in a limited footprint. 9-14-31, B.R.C. 1981, for building massing requirements. Subsection 9-14-25(g), "Towers," B.R.C. 1981, allows additional height in a limited footprint.</u>
<u>10</u>	Ground Story: <u>Minimum Height</u> <u>Maximum Height</u>	<u>12 ft.</u> <u>18 ft.</u>	<u>Stories are measured floor to floor. Refer to Subsection 9-14-26(f), B.R.C. 1981, for explanation of measurement.</u>
<u>11</u>	Story Height: <u>Minimum Height</u> <u>Maximum Height</u>	<u>9 ft.</u> <u>14 ft.</u>	<u>Stories are measured floor to floor. Refer to Subsection 9-14-26(f), B.R.C. 1981, for explanation of measurement.</u>

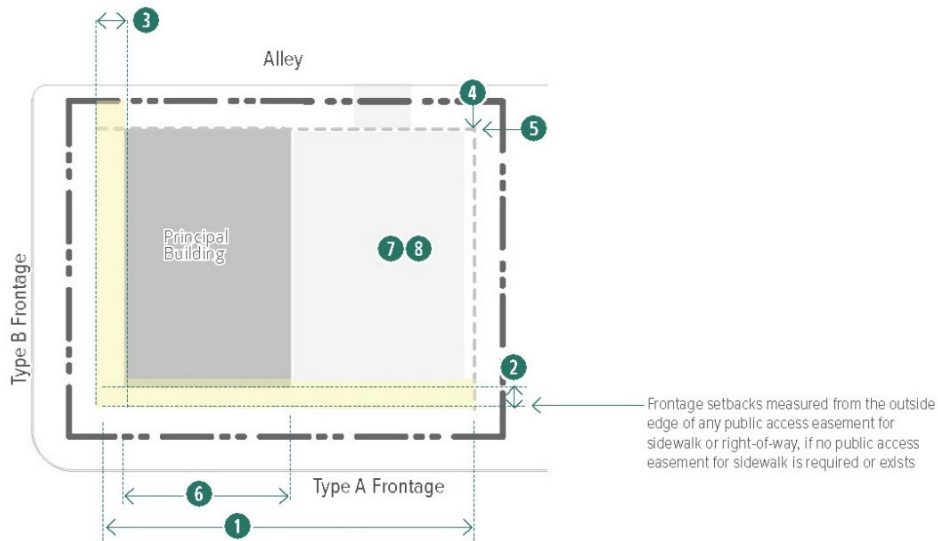


Figure 14-28. Commercial Storefront Building Plan: Building Siting Requirements

		<u>BOULDER JUNCTION PHASE I</u>	<u>REFERENCES/ADDITIONAL REQUIREMENTS</u>
<u>USES Refer to Figure 14-29.</u>			
<u>12</u>	<u>All Frontages & Stories</u>	<u>All uses consistent with chapter 9-6</u>	<u>Refer to Chapter 9-6, B.R.C. 1981, for permitted uses per zoning district and definition of uses.</u>
<u>13</u>	<u>Required Occupied Building Space,</u> <u>minimum depth from Type A or B frontage facade, all stories</u>	<u>20 ft.</u>	<u>Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for occupied building space. Occupied building space applies only to full height floors and does not apply to basements.</u>
<u>14</u>	<u>Parking Location within Building</u>	<u>Permitted fully in any basement and in all other stories except where occupied space is required.</u>	<u>Refer to occupied building space requirement above.</u>
<u>FACADE REQUIREMENTS Refer to Figure 14-30.</u>			
<u>15</u>	<u>Type A Frontage Ground Story Transparency,</u> <u>minimum</u>	<u>55% measured between 2' and 8' vertically from average grade of adjacent sidewalk.</u>	<u>Note that Subsection 9-14-15(a)(4), B.R.C. 1981, requires this treatment to turn corners. Refer to Subsection 9-14-26(g), B.R.C. 1981, for measuring transparency.</u>
<u>16</u>	<u>Transparency on All Other Frontages & Stories,</u> <u>minimum</u>	<u>15%, measured per story of all stories, including blank wall limitations defined in subsection 9-14-26(g).</u>	<u>Refer to subsection 9-14-26(g) for information on measuring transparency.</u>
<u>17</u>	<u>Entrance Location & Number</u>	<u>Principal entrance required on Type A frontage facade; entrances required a minimum of one per every 50' of building facade</u>	<u>Refer to Section 9-14-26(h), B.R.C. 1981, for information on measuring entrance location.</u>
<u>18</u>	<u>Entrance Configuration</u>	<u>Recessed between 3' and 8', maximum 8' wide, from the portion of the Type A frontage facade closest to the street</u>	<u>Refer to Subsection 9-14-32(e), B.R.C. 1981, for principal entryway requirements.</u>
<u>19</u>	<u>Entrance/Ground Story Elevation Grade</u>	<u>80% of entrances and the ground story shall be within 1.5'</u>	

1		(vertically) of adjacent sidewalk elevation	
2			
3	<u>20</u>	<u>Ground Story Vertical Facade Divisions</u>	Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for expression line.
4		At least one expression line, minimum 2" deep, per every 30' of facade width is required.	
5	<u>21</u>	<u>Horizontal Facade Divisions</u>	
6		At least one expression line, minimum 2" deep, is required within 3' of the top of the ground story	
7	CAP REQUIREMENTS Refer to Figure 14-30.		
8	<u>22</u>	<u>Permitted Cap Types, all not listed are prohibited</u>	Refer to section 9-14-25 for cap types, and other cap requirements.
9		Parapet, pitched, flat; one tower permitted per building.	

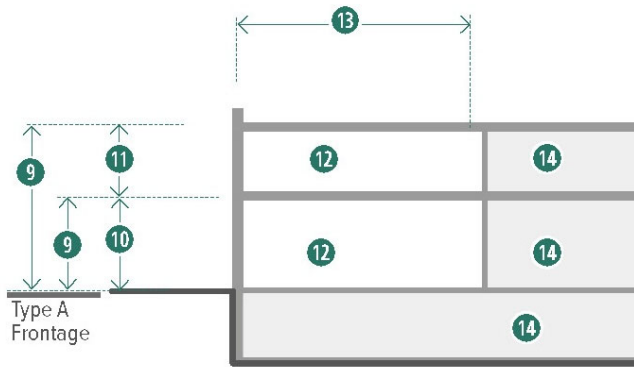


Figure 14-29. Commercial Storefront Building Section: Height & Use Requirements

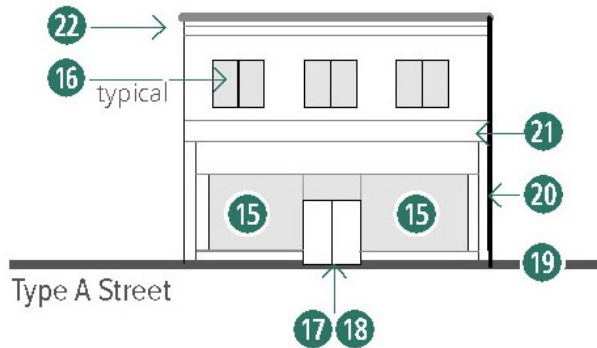


Figure 14-30. Commercial Storefront Building Elevation: Facade Design Requirements

9-14-18. GENERAL BUILDING TYPE

Refer to Section 9-14-6, “Regulating Plans,” B.R.C. 1981, for the locations of buildings in the form-based code areas.

	<u>BOULDER JUNCTION PHASE I</u>	<u>ALPINE-BALSAM</u>	<u>EAST BOULDER</u>	<u>REFERENCES/ ADDITIONAL REQUIREMENTS</u>	
<u>BUILDING SITING</u> Refer to <u>FIGURE 14-31.</u>					
<u>1</u>	<u>Type A Frontage Streetwall, minimum</u>	<u>90%</u>	<u>80%</u>	<u>80%</u>	Refer to 9-14-14(g) for allowed courtyards in the streetwall and 9-14-14(h) for definition of required streetwall variation.
<u>2</u>	<u>Streetwall Variation for Type A and Type B Frontages</u>	<u>==</u>	<u>==</u>	<u>Required for buildings over 180 ft. in width</u>	
<u>3</u>	<u>Type A Frontage Setback, minimum to maximum</u>	<u>5 ft. to 10 ft.</u>	<u>5 ft. to 20 ft.</u>	<u>10 ft. to 25 ft.</u>	Refer to Section 9-14-26, B.R.C. 1981, for measuring minimum and maximum setbacks.
<u>4</u>	<u>Type B Frontage Setback, minimum to maximum</u>	<u>5 ft. to 10 ft.</u>	<u>5 ft. to 20 ft.</u>	<u>5 ft. to 20 ft.</u>	
<u>5</u>	<u>Type C Frontage Setback, minimum to maximum</u>	<u>==</u>	<u>==</u>	<u>0 to 15 ft.</u>	
<u>6</u>	<u>Side Yard Setback, minimum</u>	<u>5'; 0' required at paseo or multi-use path</u>			For paseos and multi-use path locations, refer to the regulating plans and the connections plans for the form-based code area.
<u>7</u>	<u>Rear Yard Setback, minimum</u>	<u>10 ft.; 25 ft. required if no alley; 0 ft. required at paseo or multi-use path</u>		<u>15 ft.; 0 ft. required at paseo or multi-use path</u>	
<u>8</u>	<u>Building Length along Type A & B Frontage, maximum</u>	<u>150 ft.</u>	<u>65 ft. in General Mix 2 area; none in General Mix 1 area; refer to map,</u>	<u>---</u>	Refer to Section 9-14-31, B.R.C. 1981, for building massing requirements.

1			<u>Figure 14-2.</u>			
2						
3	<u>9</u>	<u>Site Impervious Coverage, maximum</u>	<u>70%</u>	<u>65%</u>	<u>65%</u>	<u>Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for semi-pervious coverage.</u>
4		<u>Additional Semi-Pervious Coverage</u>	<u>25%</u>	<u>25%</u>	<u>25%</u>	
5						
6	<u>10</u>	<u>Surface or Accessory Parking Location</u>	<u>Parking yard only</u>	<u>No surface parking allowed</u>	<u>Parking yard only except limited side yard parking allowed in Valmont Park West, Valmont Park East, and Flatiron Business Park</u>	<u>Refer to Sections 9-9-12 and 9-9-14, B.R.C. 1981, for landscaping and screening requirements.</u> <u>Refer to Subsection 9-14-11(a), B.R.C. 1981, for driveway access.</u> <u>Refer to Subsections 9-14-14 (j), (k), and (l), B.R.C. 1981, for trash & recycling, garage entrances, and loading.</u> <u>Refer to Subsection 9-14-26(c) for limited side yard parking.</u>
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15	HEIGHT Refer to <u>FIGURE 14-32.</u>					
16	<u>11</u>	<u>Overall: Minimum Height</u>	<u>2 stories</u>	<u>2 stories</u>	<u>2 stories</u>	<u>Refer to Subsection 9-14-26(e), B.R.C. 1981, for height measuring requirements and Section 9-14-31, B.R.C. 1981, for building massing requirements.</u>
17		<u>Maximum Height</u>	<u>3 stories, 40 ft. north of Goose Creek and west of Junction Place; 5 stories, 55 ft. elsewhere</u>	<u>3 stories and 35' without pitched roof; 3 stories and 55' with pitched roof; or 4 stories and 55'; see regulating plan for maximum</u>	<u>5 stories, 55 ft.</u>	<u>Subsection 9-14-25(g), "Towers," B.R.C. 1981, allows additional height in a limited footprint.</u>
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1			<u>height</u>		
2			<u>location</u>		
3		<u>Location-Specific Maximum Height</u>	<u>Heights shown may be otherwise regulated by Section 9-14-6, B.R.C., "Regulating Plans," and/or Section 9-14-7, "View Corridors," B.R.C. 1981.</u>		
4					
5	<u>12</u>	<u>All Stories:</u>			<u>Stories are measured floor to floor. Refer to Subsection 9-14-26(f), B.R.C. 1981, for explanation of</u>
6		<u>Minimum Height</u>	<u>9 ft.</u>	<u>9 ft.</u>	<u>9 ft.</u>
7		<u>Maximum Height</u>	<u>18 ft.</u>	<u>--</u>	<u>18 ft.</u>
8			<u>Base Types: See allowances for additional height within specific base types allowed, line of this table</u>		
9					<u>measurement.</u>

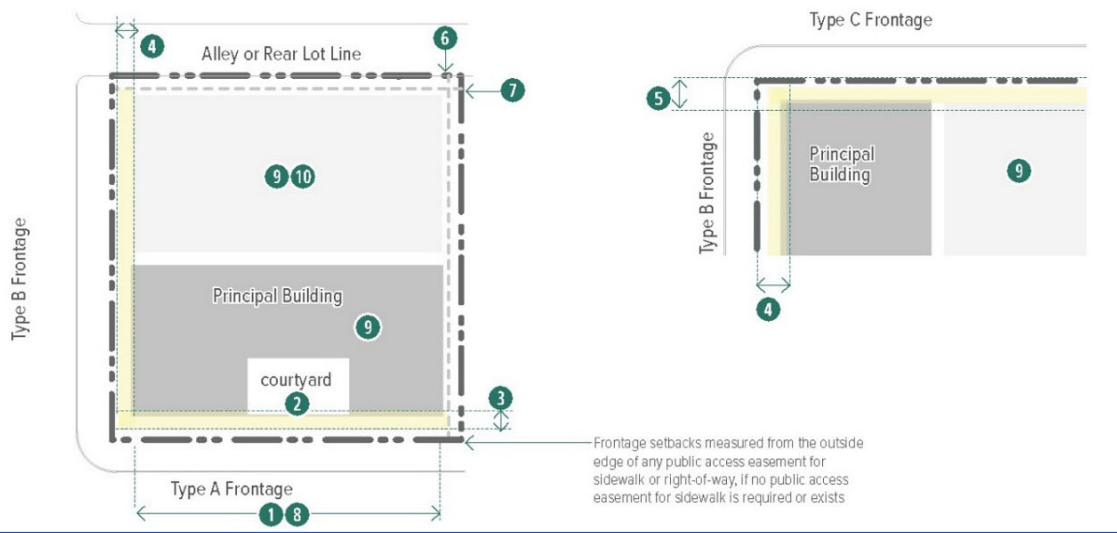


Figure 14-31. General Building: Building Siting

	<u>BOULDER JUNCTION PHASE I</u>	<u>ALPINE-BALSAM</u>	<u>EAST BOULDER</u>	<u>REFERENCES/ADDITIONAL REQUIREMENTS</u>	
20	<u>USES Refer to FIGURE 14-32.</u>				
21					
22					
23	<u>13</u>	<u>All Frontages & Stories</u>	<u>All uses consistent with chapter 9-6</u>	<u>All uses consistent with chapter 9-6; in General Mix 2.</u>	<u>Refer to Chapter 9-6, B.R.C. 1981, for permitted uses per zoning district and definition of uses.</u>
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			<u>residential and accessory uses only, maximum 4 dwelling units per building, consistent with chapter 9-6; refer to map, Figure 14-2.</u>		
		<u>Base Types: See use requirements and allowances per base types.</u>			
<u>14</u>	<u>Required Occupied Building Space, minimum depth from Type A & B frontages, all stories</u>	<u>20 ft.</u>	<u>20 ft.</u>	<u>15 ft. on Type A only</u>	<u>Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for occupied building space. Occupied building space applies only to full height floors and does not apply to basements.</u>
<u>15</u>	<u>Parking Location within Building</u>	<u>Permitted fully in any basement and in all other stories except where occupied space is required.</u>			<u>Refer to occupied building space requirement above.</u>
<u>FACADE REQUIREMENTS Refer to FIGURE 14- 33.</u>					
<u>16</u>	<u>Transparency on All Type A, B, and C Frontage Facades, minimum</u>	<u>20%</u>	<u>20%</u>	<u>20%</u>	<u>Refer to Subsection 9-14-26(g), B.R.C. 1981, for information on measuring transparency.</u>
		<u>Blank wall limitations apply as defined in subsection 9-14-26(g). Additional transparency required by base type.</u>			
<u>17</u>	<u>Horizontal Facade Divisions</u>	<u>At least one expression line, minimum 2 inch deep, is required within 3 ft. of the top of the ground story and the bottom of any 5th story</u>			<u>Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for expression line.</u>
<u>BASE REQUIREMENTS Refer to FIGURE 14-33.</u>					
<u>18</u>	<u>All ground story Type A, B, and C frontage facades shall meet the requirements of an allowed or required base type</u>				

1	<u>Shopfront Base</u>	Provide where required per Section 9-14-6, “Regulating Plans,” B.R.C. 1981; allowed on any frontage.		Refer to Section 9-14-22, B.R.C. 1981, for shopfront base requirements.	
2					
3	<u>Stoop Base</u>	Allowed on any frontage, except where shopfront base is required.		Refer to Section 9-14-23, B.R.C. 1981, for stoop base requirements.	
4					
5	<u>Service Base</u>	==	==	Allowed on any Type C frontage, except where shopfront base is required. Otherwise prohibited.	
6				Refer to Section 9-14-24, B.R.C. 1981, for service base requirements.	
7					
8					
9	<u>CAP REQUIREMENTS</u> Refer to FIGURE 14-33.				
10					
11	<u>19 Permitted Cap Types, all not listed are prohibited</u>	Parapet, pitched, flat.	Parapet, pitched, flat.	Parapet, pitched, flat.	Refer to Section 9-14-25, B.R.C. 1981, for cap types, and other cap requirements.
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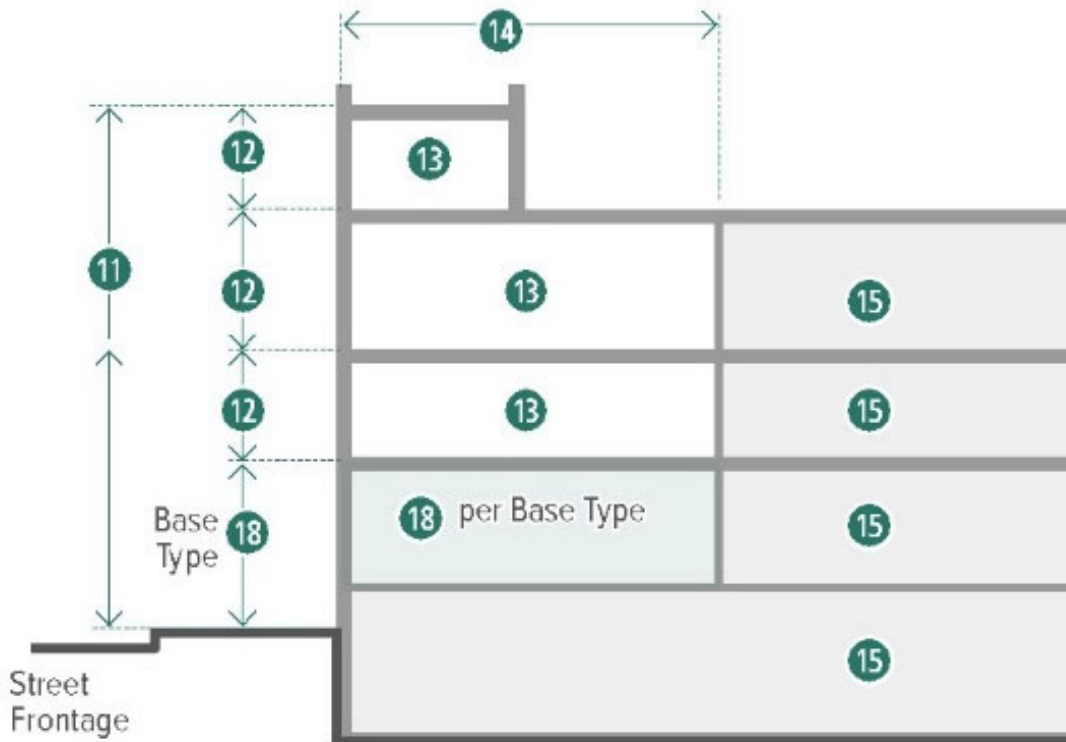


Figure 14 -32. General Building: Height & Use Requirements

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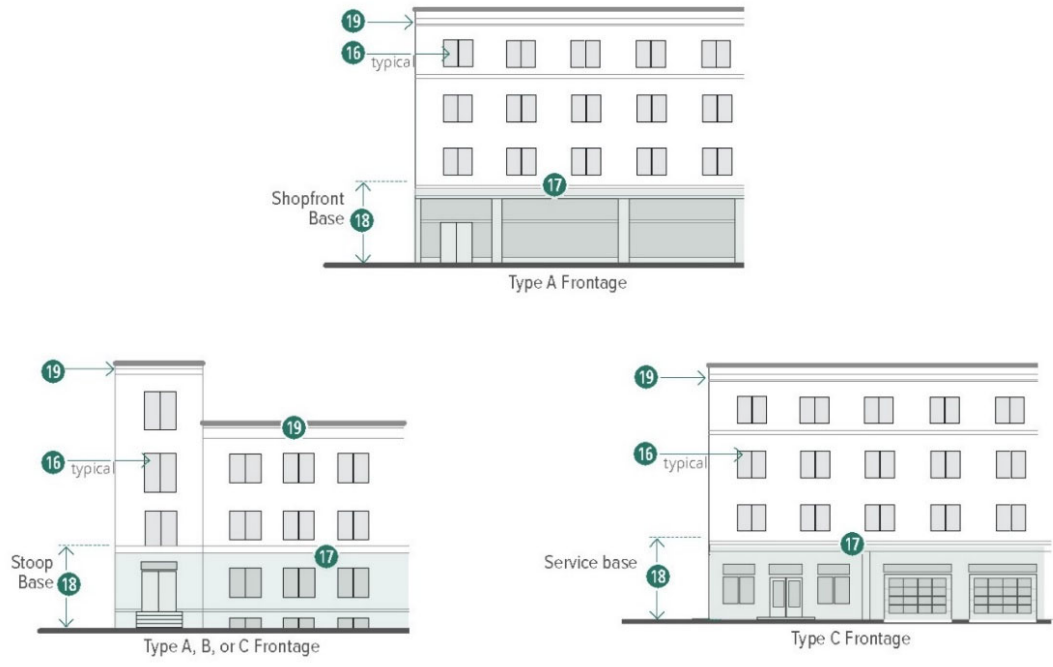


Figure 14-33. General Building: Facade Design Requirements

9-14-19. ROW BUILDING TYPE

Refer to Section 9-14-6, “Regulating Plans,” B.R.C. 1981, for the locations of buildings in the form-based code areas.

	<u>BOULDER</u> <u>R</u> <u>JUNCTION</u> <u>N</u> <u>PHASE I</u>	<u>ALPINE-</u> <u>BALSAM</u>	<u>EAST</u> <u>BOULDER</u>	<u>REFERENCES/ADDITIONAL</u> <u>REQUIREMENTS</u>
<u>BUILDING SITING</u> Refer to FIGURE 14-34. For the purposes of the Row Building, a building consists of multiple vertical units.				
<u>1</u>	<u>Type A Frontage</u> <u>Streetwall,</u> <u>minimum</u>	<u>80%</u>	<u>80%</u>	<u>Each unit shall have a facade</u> <u>located within the frontage</u> <u>setback, except 1 of every 2 units</u> <u>may front a courtyard or outdoor</u> <u>space type. Courtyards,</u> <u>minimum 30 feet wide and 30</u> <u>feet deep, may count towards</u> <u>Type A streetwall.</u>

1	<u>2</u>	<u>Type A Frontage Setback, minimum to maximum</u>	<u>5 ft. to 15 ft.</u>	<u>5 ft. to 15 ft.</u>	<u>5 ft. to 25 ft.</u>	<u>Frontage setbacks are measured from the outside edge of any public access easement for sidewalk or the right-of-way, if no public access easement for sidewalk and streetscape is required or exists, or from the outside edge of any flood or drainage easement, where the frontage is along a flood or drainage area. Refer to subsections 9-14-26(b) for additional information.</u>
2						
3	<u>3</u>	<u>Type B Frontage Setback, minimum to maximum</u>	<u>5 ft. to 15 ft.</u>	<u>5 ft. to 15 ft.</u>	<u>5 ft. to 25 ft.</u>	
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8	<u>4</u>	<u>Side Yard Setback, minimum</u>	<u>7.5 ft.; 0 ft. required at paseo or multi-use path</u>			
9						
10	<u>5</u>	<u>Rear Yard Setback, minimum</u>	<u>20 ft.; 30 ft. if no alley; 5 ft. for detached garage</u>			
11						
12	<u>6</u>	<u>Building Length, minimum to maximum</u>	<u>3 to 6 units or 120 ft., whichever is less</u>			
13		<u>Space between Buildings, minimum</u>	<u>10 ft.</u>			
14						
15	<u>7</u>	<u>Site Impervious Coverage, maximum</u>	<u>60%</u>	<u>60%</u>	<u>60%</u>	<u>Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for semi-pervious coverage.</u>
16		<u>Additional Semi-Pervious Coverage</u>	<u>20%</u>	<u>20%</u>	<u>20%</u>	
17						
18	<u>8</u>	<u>Yard Area, minimum</u>	<u>225 square feet rear yard required for each unit not fronting a courtyard or outdoor space type.</u>			
19						
20	<u>9</u>	<u>Surface or Accessory Parking Location</u>	<u>Parking yard only</u>	<u>Parking yard only</u>	<u>Parking yard only</u>	<u>Refer to Sections 9-9-12 and 9-9-14, B.R.C. 1981, for landscaping and screening requirements. Refer to Subsection 9-14-11(a), B.R.C. 1981, for driveway access. Refer to Subsections 9-14-14 (j), (k), and (l), B.R.C. 1981, for trash & recycling, garage entrances, and loading.</u>
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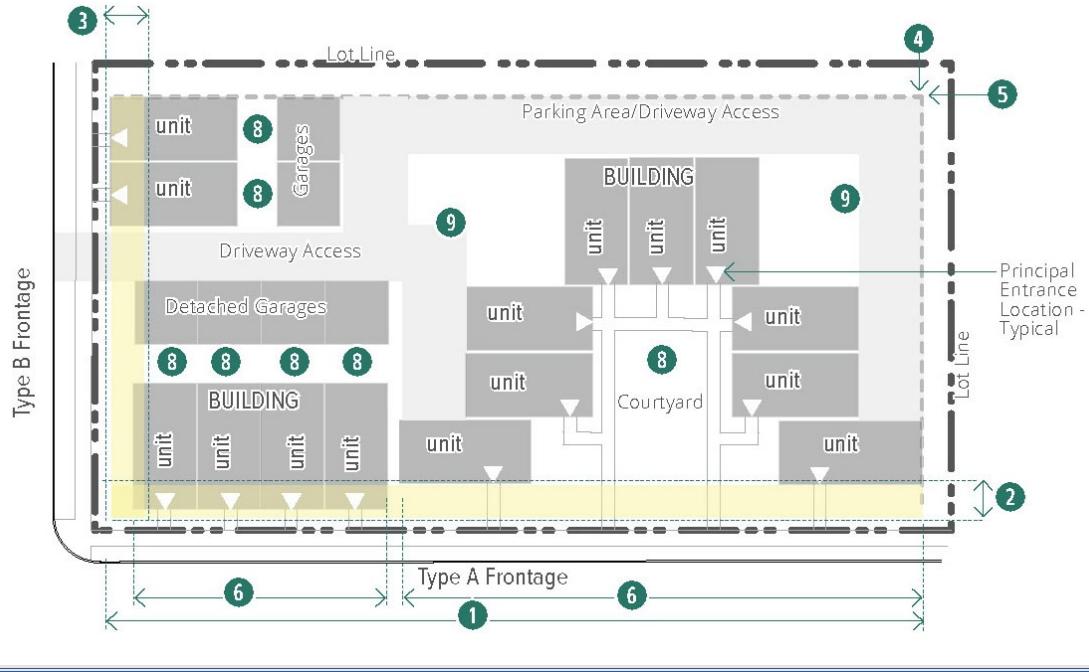


Figure 14-34. Row Building: Building Siting

	<u>BOULDER JUNCTION PHASE I</u>	<u>ALPINE-BALSAM</u>	<u>EAST BOULDER</u>	<u>REFERENCES/ADDITIONAL REQUIREMENTS</u>	
HEIGHT Refer to FIGURE 14-35.					
10	Overall: <u>Minimum Height</u> <u>Maximum Height</u>	<u>2 stories</u> <u>3.5 stories,</u> <u>35 ft.</u>	<u>2 stories</u> <u>3 stories, 35</u> <u>ft.</u>	<u>2 stories</u> <u>3.5 stories,</u> <u>35 ft.</u>	Refer to Subsection 9-14-26(e), B.R.C. 1981, for height measuring requirements and Section 9-14-31, B.R.C. 1981, for building massing requirements. Subsection 9-14-25(g), "Tower," B.R.C. 1981, allows additional height in a limited footprint.
11	All Stories: <u>Minimum Height</u> <u>Maximum Height</u>	<u>9 ft.</u> <u>16 ft.</u>	<u>9 ft.</u> <u>14 ft.</u>	<u>9 ft.</u> <u>14 ft.</u>	Stories are measured floor to floor. Refer to Subsection 9-14-26(f), B.R.C. 1981, for explanation of measurement.
USES Refer to FIGURE 14-35.					
12	All Frontages & Stories	<u>All uses consistent</u>	<u>Only residential and accessory</u>	<u>All uses consistent</u>	Refer to Chapter 9-6, B.R.C. 1981, for permitted uses per

		<u>with chapter 9-6</u>	<u>uses consistent with chapter 9-6</u>	<u>with chapter 9-6</u>	<u>zoning district and definition of uses.</u>
<u>13</u>	<u>Required Occupied Building Space, minimum depth from Type A or B frontage facades, all stories</u>	<u>20 ft.</u>	<u>20 ft.</u>	<u>15 ft.</u>	<u>Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for occupied building space. Occupied building space applies only to full height floors and does not apply to basements.</u>
<u>14</u>	<u>Parking within Building</u>	<u>Permitted only in any basement and in ground story except where occupied space is required.</u>			<u>Refer to occupied building space requirement above.</u>
FACADE REQUIREMENTS Refer to FIGURE 14-36.					
<u>15</u>	<u>Type A and B Frontage Transparency</u>	<u>Minimum 20%, measured per story of all stories.</u>			<u>Refer to Subsection 9-14-26(g), B.R.C. 1981, for information on measuring transparency.</u>
		<u>Blank wall limitations, defined in Subsection 9-14-26(g), B.R.C. 1981, apply only on Type A & B frontages.</u>			
<u>16</u>	<u>Entrance Location & Number</u>	<u>One entrance required per unit on the Type A frontage facade except 1 of every 2 units may front a courtyard or Type B frontage; minimum of one principal entrance per 30 ft. of facade.</u>			<u>Refer to Subsection 9-14-26(h), B.R.C. 1981, for information on measuring entrance location.</u>
<u>17</u>	<u>Entrance Configuration</u>	<u>Entry doors shall be off a stoop, minimum 4 ft. wide and 3 ft. deep; OR a porch, minimum 8 ft. wide & 5 ft. deep. No more than 2 entry doors may be located off each stoop or porch.</u>			<u>Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for stoop and porch. Refer to Subsection 9-14-32(e), B.R.C. 1981, for principal entryway requirements.</u>
<u>18</u>	<u>Entrance/Ground Story Elevation Grade on Type A Frontage Facade</u>	<u>All Type A frontage facade entrances and the ground story shall be within 30" (vertically) of adjacent street sidewalk average elevation OR between 30" and 5 ft. (vertically) with visible basement (transparency required).</u>			<u>Exception: In Boulder Junction Phase I, entrances along Goose Creek frontage shall be located in reference to the elevation of 30th Street, Carbon Place, and/or Junction Place, whichever is closest.</u>

1	<u>19</u>	<u>Ground Story Vertical Facade Divisions</u>	At least one expression line, minimum 2” deep, is required per every 60 ft. of facade width or every 2 units, whichever is less.	Refer to Section 9-14-8, “Definitions,” B.R.C. 1981, for expression line and visible basement.
2				
3	<u>20</u>	<u>Horizontal Facade Divisions</u>	At least one expression line, minimum 2” deep, is required within 3 ft. of any visible basement.	
4				
5				

CAP REQUIREMENTS Refer to FIGURE 14-36.

6	<u>21</u>	<u>Permitted Cap Types, all not listed are prohibited</u>	Parapet, pitched, flat; one tower is permitted per building.	Parapet, pitched, flat; one tower is permitted per building.	Parapet, pitched, flat; one tower is permitted per building.	Refer to Section 9-14-25, B.R.C. 1981, for cap types and other cap requirements.
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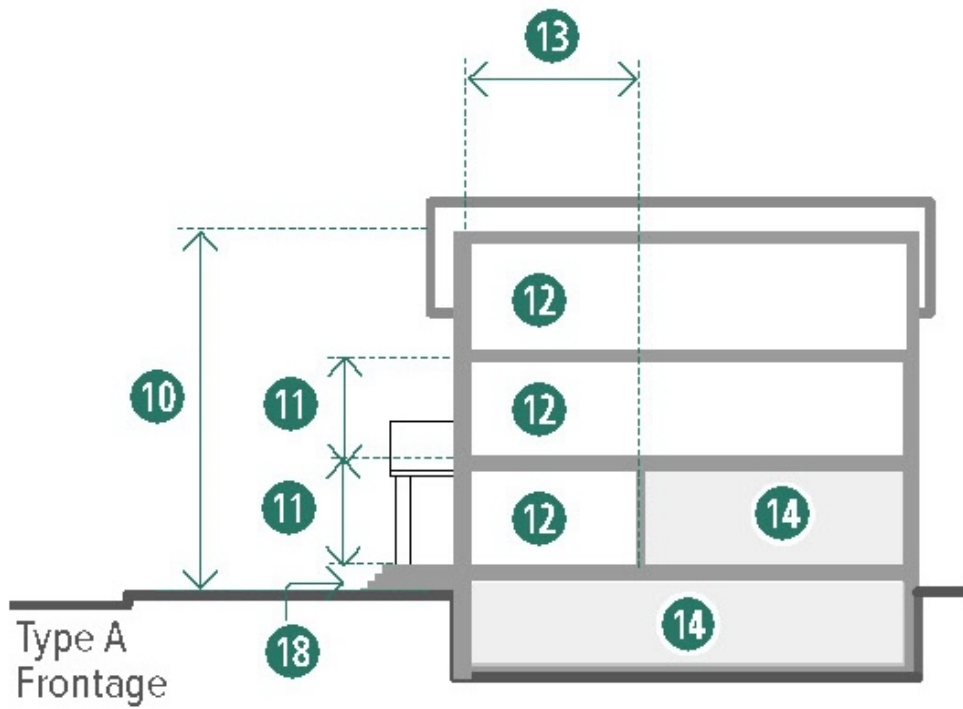


Figure 14-35. Row Building: Height & Use Requirements



Figure 14-36. Row Building: Facade Design Requirements

9-14-20 WORKSHOP BUILDING TYPE

Refer to Section 9-14-6, “Regulating Plans,” B.R.C. 1981, for the locations of buildings in the form-based code areas.

		<u>EAST BOULDER</u>	<u>REFERENCES/ADDITIONAL REQUIREMENTS</u>
<u>BUILDING SITING</u> Refer to <u>FIGURE 14-37.</u>			
<u>1</u>	<u>Type A Frontage Streetwall, minimum</u>	<u>65%</u>	Refer to 9-14-14(g) for allowed courtyards in the streetwall and 9-14-14(h) definition of required streetwall variation.
<u>2</u>	<u>Streetwall Variation for Type A Frontages</u>	<u>Required</u>	
<u>3</u>	<u>Type A Frontage Setback, Minimum to maximum</u>	<u>5 ft. to 25 ft.</u>	Refer to Section 9-14-26, B.R.C. 1981, for measuring minimum and maximum setbacks.
<u>4</u>	<u>Type B Frontage Setback, minimum</u>	<u>5 ft.</u>	
<u>5</u>	<u>Type C Frontage Setback, minimum</u>	<u>5 ft.</u>	
<u>6</u>	<u>Side Yard Setback, minimum</u>	<u>5 ft.; 0 ft. required at paseo or multi-use path</u>	For paseos and multi-use paths, refer to the regulating plans and section 9-14-6 for locations and details.
<u>7</u>	<u>Rear Yard Setback, minimum</u>	<u>10 ft.; 25 ft. required if no alley; 0 ft. required at paseo or multi-use path</u>	
<u>8</u>	<u>Site Impervious Coverage, maximum</u>	<u>70%</u>	Refer to Section 9-14-8, “Definitions,” B.R.C. 1981, for semi-pervious coverage.

	<u>Additional Semi-Pervious Coverage</u>	<u>25%</u>	
<u>9</u>	<u>Surface or Accessory Parking Location</u>	<u>Limited side yard & parking yard only</u>	Refer to Sections 9-9-12 and 9-9-14, B.R.C. 1981, for landscaping and screening requirements. Refer to Subsection 9-14-11(a), B.R.C. 1981, for driveway access. Refer to Subsections 9-14-14 (j), (k), and (l), B.R.C. 1981, for trash & recycling, garage entrances, and loading. Refer to Subsection 9-14-26(c) for limited side yard parking.
HEIGHT Refer to FIGURE 14-38.			
<u>10</u>	Overall: <u>Minimum Height</u> <u>Maximum Height</u>	<u>1 story</u> <u>3 stories, 55 ft.</u>	Refer to Subsection 9-14-26(e), B.R.C. 1981, for height measuring requirements and Section 9-14-31, B.R.C. 1981, for building massing requirements. Subsection 9-14-25(g), "Towers," B.R.C. 1981, allows additional height in a limited footprint.
<u>11</u>	<u>All Stories: Minimum Height</u> <u>Maximum Height</u>	<u>9 ft.</u> <u>18 ft.</u> <u>Base Types: See allowances for additional height within specific base types allowed, line of this table</u>	<u>Stories are measured floor to floor. Refer to Subsection 9-14-26(f), B.R.C. 1981, for explanation of measurement.</u>

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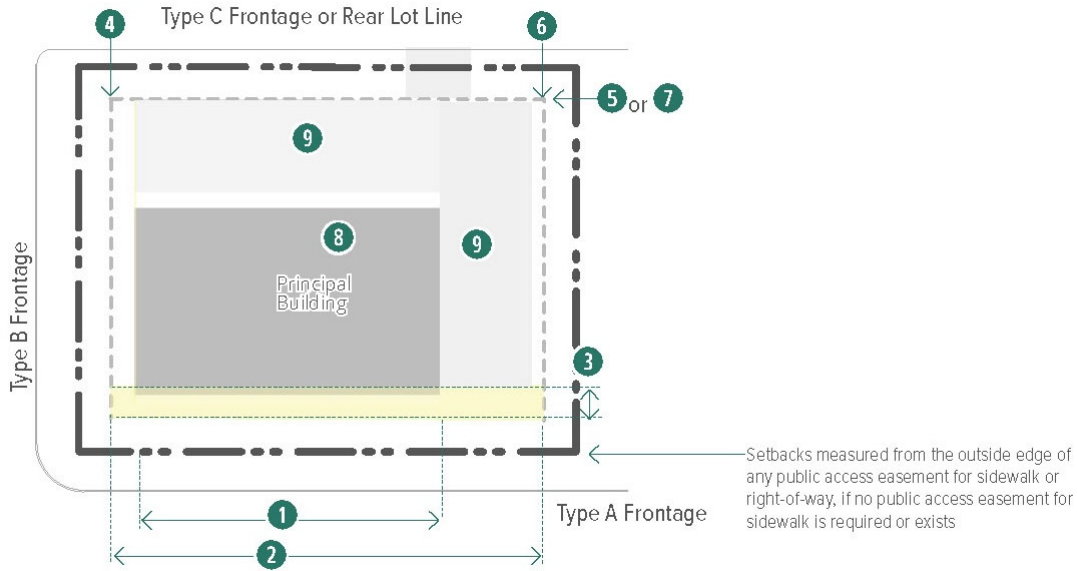


Figure 14-37. Workshop Building: Building Siting

		<u>EAST BOULDER</u>	<u>REFERENCES/ADDITIONAL REQUIREMENTS</u>
<u>USES Refer to FIGURE 14-38.</u>			
<u>12</u>	<u>All Frontages & Stories</u>	<u>All uses consistent with chapter 9-6 except where base type requirements may be more limited.</u>	<u>Refer to Chapter 9-6, B.R.C. 1981, for permitted uses per zoning district and definition of uses.</u>
<u>13</u>	<u>Required Occupied Building Space, minimum depth from Type A frontages, all stories</u>	<u>15 ft.</u>	<u>Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for occupied building space. Occupied building space applies only to full height floors and does not apply to basements.</u>
<u>14</u>	<u>Parking Location within Building</u>	<u>Permitted fully in any basement and in all other stories except where occupied space is required.</u>	<u>Refer to occupied building space requirement above.</u>
<u>FACADE REQUIREMENTS Refer to FIGURE 14-39.</u>			
		<u>15%</u>	

1	<u>15</u>	<u>Transparency on All Type A, B, and C Frontage Facades, minimum</u>	<u>Blank wall limitations, as defined in subsection 9-14-26(g), apply only to Type A frontages</u>	<u>Refer to Subsection 9-14-26(g), B.R.C. 1981, for information on measuring transparency.</u>
2				
3				
4	<u>16</u>	<u>Horizontal Facade Divisions</u>	<u>At least one expression line, minimum 2-inch deep, is required within 3 ft. of the top of the ground story and the bottom of any 5th story</u>	<u>Refer to Section 9-14-8, “Definitions,” B.R.C. 1981, for expression line.</u>
5				
6				
BASE REQUIREMENTS Refer to <u>FIGURE 14-39.</u>				
7	<u>17</u>	<u>All ground story street, courtyard, & public way facades shall meet the requirements of an allowed or required base type.</u>		
8				
9		<u>Shopfront Base</u>	<u>Allowed on any frontage</u>	<u>Refer to Section 9-14-22, B.R.C. 1981, for shopfront base requirements.</u>
10				
11		<u>Stoop Base</u>	<u>Allowed on any frontage</u>	<u>Refer to Section 9-14-23, B.R.C. 1981, for stoop base requirements.</u>
12				
13		<u>Service Base</u>	<u>Allowed on any frontage</u>	<u>Refer to Section 9-14-24, B.R.C. 1981, for service base requirements.</u>
14				
15	CAP REQUIREMENTS Refer to <u>FIGURE 14-39.</u>			
16	<u>18</u>	<u>Permitted Cap Types, all not listed are prohibited</u>	<u>Parapet, pitched, flat.</u>	<u>Refer to Section 9-14-25, B.R.C. 1981, for cap types, and other cap requirements.</u>
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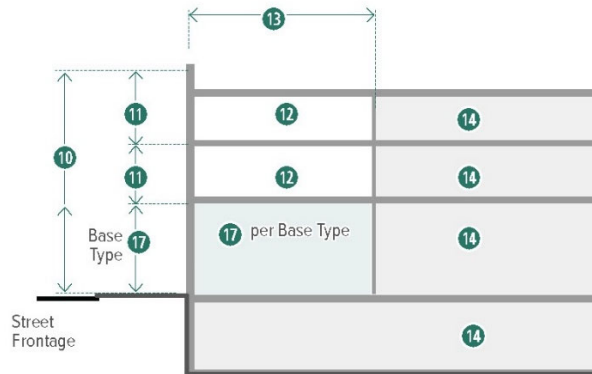


Figure 14-38. Workshop Building: Height & Use Requirements

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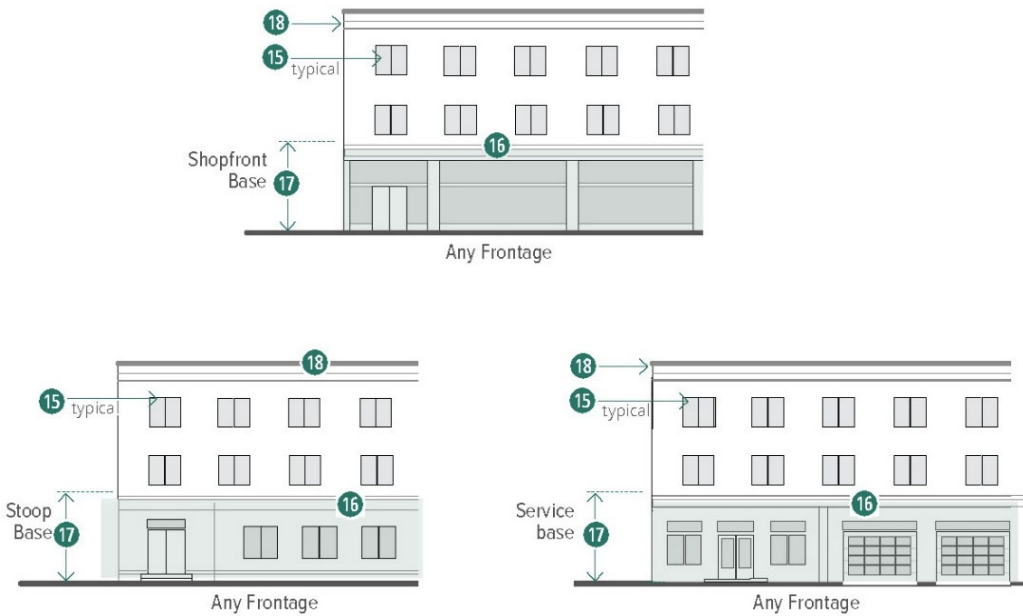


Figure 14-39. Workshop Building: Facade Design Requirements

9-14-21. CIVIC BUILDING TYPE

The Civic building type is not mapped on the regulating plans. It is permitted in any location in any of the form-based code areas except it is prohibited in East Boulder. The uses permitted in this building type are very limited. Refer to Section 9-14-6, “Regulating Plans,” B.R.C. 1981.

		<u>BOULDER JUNCTION PHASE I</u>	<u>ALPINE- BALSAM</u>	<u>REFERENCES/ADDITIONAL REQUIREMENTS</u>
<u>BUILDING SITING</u> Refer to <u>FIGURE 14-40.</u>				
<u>1</u>	<u>Minimum Type A Streetwall, minimum</u>	<u>None required</u>	<u>None required</u>	
<u>2</u>	<u>Type A Frontage Setback, minimum</u>	<u>20'</u>	<u>20'</u>	
<u>3</u>	<u>Type B Frontage Setback, minimum</u>	<u>15'</u>	<u>15'</u>	
<u>4</u>	<u>Side Yard Setback, minimum</u>	<u>15'; 0' required at paseo or multi-use path</u>		<u>For paseos and multi-use paths, refer to the regulating plans and</u>

1	<u>5</u>	<u>Rear Yard Setback, minimum</u>	<u>15'; 0'</u> required at paseo or multi-use path		<u>the Transit Village Connections Plan for locations and details.</u>
2					
3	<u>6</u>	<u>Building Length, maximum</u>	<u>None required</u>	<u>None required</u>	<u>Refer to Section 9-14-31, B.R.C. 1981, for building massing requirements.</u>
4					
5	<u>7</u>	<u>Site Impervious Coverage, minimum</u>	<u>50%</u>	<u>50%</u>	<u>Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for semi- pervious coverage.</u>
6					
7		<u>Additional Semi-Pervious Coverage</u>	<u>20%</u>	<u>20%</u>	
8					
9	<u>8</u>	<u>Surface or Accessory Parking Location</u>	<u>Parking yard only</u>	<u>No surface parking allowed</u>	<u>Refer to Sections 9-9-12 and 9-9-14, B.R.C. 1981, for landscaping and screening requirements. Refer to Subsection 9-14-11(a), B.R.C. 1981, for driveway access. Refer to Subsections 9-14-14 (j), (k), and (l), B.R.C. 1981, for trash & recycling, garage entrances, and loading.</u>
10					
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13					
14	HEIGHT Refer to FIGURE 14-41.				
15	<u>9</u>	<u>Overall: Minimum Height Maximum Height</u>	<u>1 story 5 stories up to 55'</u>	<u>1 story 5 stories up to 55'</u>	<u>Refer to Subsection 9-14-26(2), B.R.C. 1981, for height measuring requirements and Section 9-14-31, B.R.C. 1981, for building massing requirements. Subsection 9-14-25(g), "Towers," B.R.C. 1981, allows additional height in a limited footprint.</u>
16					
17					
18					
19					
20	<u>10</u>	<u>All Stories: Minimum Height Maximum Height</u>	<u>9' 18'; 24' on single story building</u>	<u>9' 18'; 24' on single story building</u>	<u>Stories are measured floor to floor. Refer to Subsection 9-14-26(f), B.R.C. 1981, for explanation of measurement.</u>
21					
22					
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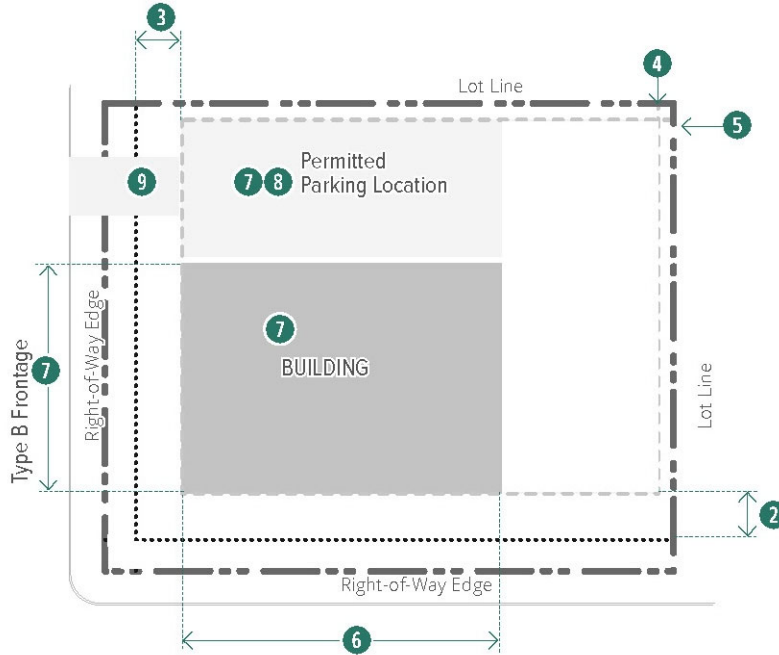


Figure 14-40. Civic Building: Building Siting

	<u>BOULDER JUNCTION PHASE I</u>	<u>ALPINE- BALSAM</u>	<u>REFERENCES/ADDITIONAL REQUIREMENTS</u>
<u>USES</u> Refer to FIGURE 14-41.			
<u>11</u>	<u>All Frontages & Stories</u>	Limited to any use in the Public and Institutional use classification consistent with chapter 9-6.	Refer to Chapter 9-6, B.R.C. 1981, for permitted uses per zoning district and definition of uses.
<u>12</u>	<u>Required Occupied Building Space</u>	Minimum 20' deep on all full height floors from any street facade	Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for <u>occupied building space</u> . <u>Occupied building space</u> applies only to full height floors and does not apply to basements.
<u>13</u>	<u>Parking within Building</u>	Permitted fully in any basement and in all other stories except where occupied space is required.	Refer to occupied building space requirement above.
<u>FACADE REQUIREMENTS</u> Refer to FIGURE 14-42.			

1	<u>14</u>	<u>Required Transparency on All Street, Courtyards, & Public Way Facades</u>	<u>Minimum 15%, measured per story of all stories.</u>	<u>Refer to Subsection 9-14-26(g), B.R.C. 1981, for information on measuring transparency.</u>
2				
3				
4				
5	<u>15</u>	<u>Entrance Location & Number</u>	<u>Principal entrance required on Type A frontage facade.</u>	<u>Refer to Section 9-14-26(h), B.R.C. 1981, for information on measuring entrance location.</u>
6				
7	<u>16</u>	<u>Entrance Configuration</u>	<u>No requirement other than principal entryway requirements.</u>	<u>Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for stoop and porch. Refer to Subsection 9-14-32(e), B.R.C. 1981, for principal entryway requirements.</u>
8				
9				
10	<u>17</u>	<u>Entrance/Ground Story Elevation Grade</u>	<u>80% of entrances and the ground story shall be within 30" (vertically) of adjacent street sidewalk average elevation OR between 30" and 5' (vertically) with visible basement (transparency required)</u>	<u>Exception: entrances along Goose Creek frontage shall be located in reference to the elevation of 30th Street, Carbon Place, and/or Junction Place, whichever is closest.</u>
11				
12				
13	<u>18</u>	<u>Ground Story Vertical Facade Divisions</u>	<u>No requirement</u>	<u>Refer to Section 9-14-8, "Definitions," B.R.C. 1981, for expression line.</u>
14				
15	<u>19</u>	<u>Horizontal Facade Divisions</u>	<u>No requirement</u>	
16				
17	<u>CAP REQUIREMENTS Refer to FIGURE 14-42.</u>			
18	<u>20</u>	<u>Permitted Cap Types, all not listed are prohibited</u>	<u>Parapet, pitched, flat</u>	<u>Refer to Section 9-14-25, B.R.C. 1981, for cap types, and other cap requirements.</u>
19			<u>Parapet, pitched, flat</u>	
20				
21				
22				
23				
24				
25				

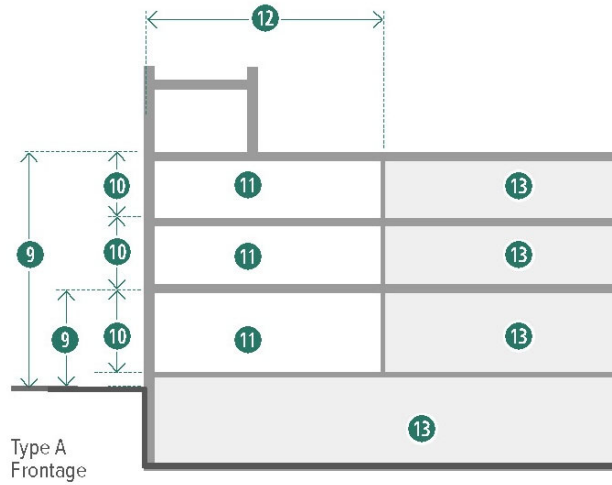


Figure 14-41. Civic Building: Height & Use Requirement

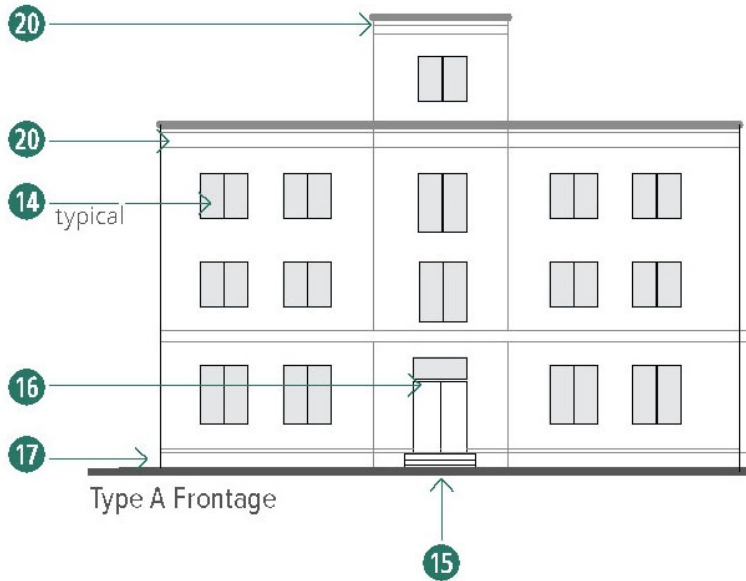


Figure 14-42. Civic Building: Facade Design Requirements

9-14-22. SHOPFRONT BASE

The intent of the shopfront base is to provide convenient, at-grade access between the interior space of the shopfront and the adjacent sidewalk, creating a high level of permeability. The shopfront base may be required or allowed per building type requirements. Where a shopfront base is required or used, shopfront base requirements supersede any building type requirements for the shopfront base portion of the ground story, street facade. See Figure 14-43.

USES		ADDITIONAL/REFERENCES	
1	<u>Allowed Uses</u> <u>Required Shopfront Base Locations per Regulating Plan</u>	A use within the following use categories is required: <u>Food, Beverage, and Lodging; Recreation and Entertainment; Retail Sales Uses; Service Uses; and any category in the Public and Institutional Use Classification.</u>	<u>Refer to the building type requirements for occupied building space requirement.</u>
	<u>Other Shopfront Base Locations</u>	<u>Any use meeting the requirements of Chapter 9-6, B.R.C. 1981, except residential uses are prohibited.</u>	
GROUND STORY HEIGHT			
2	<u>Ground Story:</u> <u>Minimum Height</u> <u>Maximum Height</u>	<u>12 ft.</u> <u>24 ft.</u>	<u>Stories are measured floor to floor. Refer to Subsection 9-14-26(f), B.R.C. 1981, for explanation of measurement.</u>
FACADE REQUIREMENTS			
3	<u>Ground Story Transparency, minimum</u>	<u>75% measured between 2 ft. and 10 ft. vertically from average grade of adjacent sidewalk.</u>	<u>Measured per story. Note that Subsection 9-14-15(a)(4), B.R.C. 1981, requires this treatment to turn corners. Refer to Subsection 9-14-26(g), B.R.C. 1981, for information on measuring transparency.</u>
4	<u>Entrance Location & Number</u>	<u>Entrances are required a minimum of one per every 60 ft. of building facade.</u>	<u>Refer to Section 9-14-26(i), B.R.C. 1981, for information on measuring entrance location.</u>
5	<u>Entryway Configuration</u>	<u>Recessed between 3 ft. and 8 ft., maximum 8 ft. wide, from the portion of the Type A frontage ground story facade closest to the street</u>	<u>Refer to Subsection 9-14-32(e), B.R.C. 1981, for principal entryway requirements.</u>
6	<u>Entrance/Ground Story Elevation Grade</u>	<u>At least 80% of entrances and the ground story shall be within 30 in. (vertically) of adjacent sidewalk elevation.</u>	
7	<u>Ground Story Vertical Facade Divisions</u>	<u>At least one expression line, minimum 2-inch deep, required per every 30 ft. of facade width.</u>	

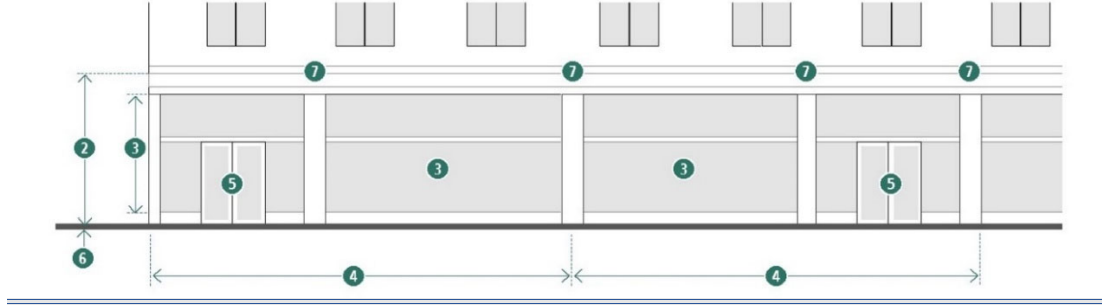


Figure 14-43. Shopfront Base

9-14-23. STOOP BASE

The stoop base is a flexible base type intended to allow residential and office-related uses, providing pedestrian-friendly access while allowing an elevated base for privacy on the ground story. The stoop base may be allowed per building type requirements. Where a stoop base is used, stoop base requirements supersede any building type requirements for the stoop base portion of the ground story, street facade. See Figure 14-44.

USES		ADDITIONAL/REFERENCES	
1	Allowed Uses	Any use meeting the requirements of Chapter 9-6, B.R.C. 1981.	Refer to the building type requirements for occupied building space requirement.
GROUND STORY HEIGHT			
2	Ground Story: Minimum Height Maximum Height	Per building type.	Stories are measured floor to floor. Refer to Subsection 9-14-26(f), B.R.C. 1981, for explanation of measurement.
FACADE REQUIREMENTS			
3	Ground Story Transparency, minimum	Per building type.	Measured per story. Note that Subsection 9-14-15(a)(4), B.R.C. 1981, requires this treatment to turn corners. Refer to Subsection 9-14-26(g), B.R.C. 1981, for information on measuring transparency.
4	Number & Spacing of Entrances, minimum Type A Frontage	One per ground story residential unit and one per every 50 ft. of facade for other uses.	

	<u>Type B Frontage</u>	<u>One per 75 ft. of facade.</u>	
5	<u>Entryway Configuration</u>	<u>Off a stoop/platform, minimum 6 ft. wide and 3 ft. deep.</u>	<u>Refer to Subsection 9-14-32(e), B.R.C. 1981, for principal entryway requirements.</u>
6	<u>Entrance/Ground Story Elevation Grade</u>	<u>At least 80% of entrances and the ground story shall be either: within 30 in. (vertically) of adjacent street sidewalk average elevation OR between 30 in. and 5 ft. (vertically) with visible basement (transparency required)</u>	
7	<u>Ground Story Vertical Facade Divisions</u>	<u>At least one expression line, minimum 2-inch deep, required per every 30 ft. of facade width.</u>	

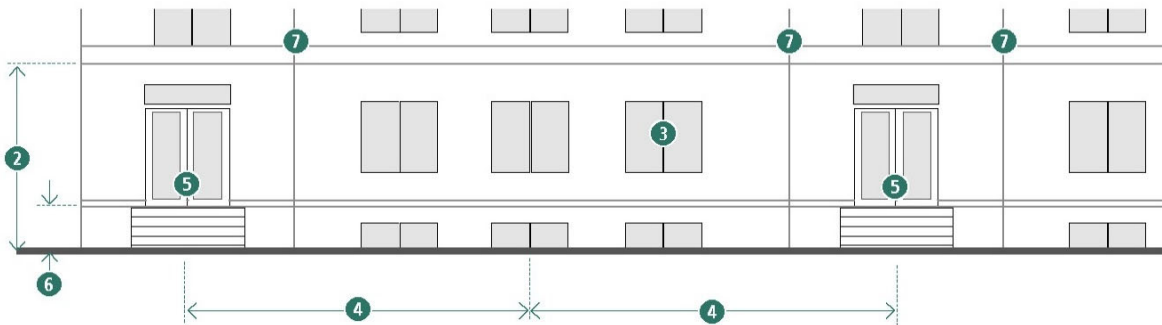


Figure 14-44. Stoop Base

9-14-24. SERVICE BASE

The intent of the service base is to allow workshops for maker or manufacturing spaces with garage entrances and loading bays along certain frontages, while maintaining pedestrian-friendly facades. The service base may be allowed per building type requirements. Where a service base is used, service base requirements supersede any building type requirements for the base portion of the ground-story, street facade. See Figure 14-45.

USES		ADDITIONAL/REFERENCES	
1	<u>Allowed Uses</u>	<u>Any use meeting the requirements of Chapter 9-6, B.R.C. 1981, except residential uses are prohibited.</u>	<u>Refer to the building type requirements for occupied building space requirement.</u>
<u>GROUND STORY HEIGHT</u>			
2	<u>Ground Story:</u> <u>Minimum Height</u> <u>Maximum Height</u>	<u>12 ft.</u> <u>24 ft.</u>	<u>Stories are measured floor to floor. Refer to Subsection 9-14-26(f), B.R.C. 1981, for explanation of measurement.</u>
<u>FACADE REQUIREMENTS</u>			
3	<u>Ground Story</u> <u>Transparency, minimum</u> <u>Type A Frontages</u> <u>Type B and C Frontages</u>	<u>60% between 2 ft. and 10 ft. above adjacent sidewalk.</u> <u>Consistent with building type requirement.</u> <u>Blank wall limitations apply only on Type A frontages.</u>	<u>Measured per story. Note that Subsection 9-14-15(a)(4), B.R.C. 1981, requires this treatment to turn corners. Refer to Subsection 9-14-26(g), B.R.C. 1981, for information on measuring transparency.</u>
4	<u>Number & Spacing of Pedestrian Entrances, minimum</u>	<u>One per each 75-foot portion of street facade</u>	
5	<u>Allowed Garage Bays on Frontages, Number</u>	<u>Type A Frontage: One per 90 ft. of Type A frontage facade</u> <u>Type B & C Frontage: One per 30 ft.</u>	<u>Garage bay glass counts towards minimum facade transparency</u>
	<u>Opening/Door width, maximum</u>	<u>12 ft. wide</u>	
	<u>Door Transparency, minimum</u>	<u>Glass required between 2 ft. and 10 ft. above sidewalk; One-way glass allowed on Type B and C frontages</u>	
6	<u>Entrance/Ground Story Elevation Grade</u>	<u>At least 80% of entrances and the full ground story shall either be within 30 in. (vertically) of adjacent street sidewalk average elevation OR between 30 in. and 5 ft. (vertically) with visible basement (transparency required on street facades). Visible basement transparency is not required below elevated loading bays with garage doors.</u>	
7	<u>Ground Story Vertical Facade Divisions</u>	<u>At least one expression line, minimum 2-inch deep required per every 30 ft. of facade width</u>	

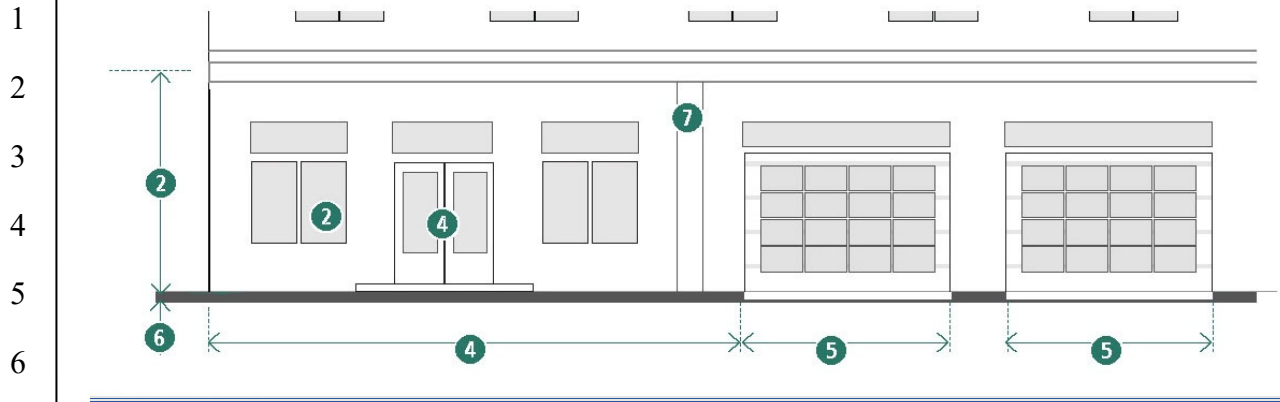


Figure 14-45. Service Base

9-14-25. CAP TYPES

The major components of any roof shall meet the requirements of one or a combination of the cap types permitted for the building type pursuant to the building types requirements of Sections 9-14-16 through 9-14-21, B.R.C. 1981.

- (a) **Minor Roofs.** Roofs for bay or bow windows, porches, canopies, and dormers are not required to meet the standards of a cap type.
- (b) **Terraces, Green Roofs, Rooftop Gardens, and Other Outdoor Rooftop Facilities.** Terraces, green roofs, rooftop gardens, and other outdoor facilities are allowed on any roof; however, the roof and any vertical elements of the outdoor facilities shall be consistent with the standards of a cap type.
- (c) **Encroachments.** Roofs, including all eaves or overhangs, shall be fully located within the property lines of the lot, but may encroach into yards consistent with the standards in Section 9-7-3, "Setback Encroachments," B.R.C. 1981.
- (d) **Pitched Cap Type.** The pitched cap type has a sloped or pitched roof. Slope is measured with the vertical rise divided by the horizontal span or run, as shown in Figure 14-46. Examples of Pitched Cap Type.
- (1) **Pitch Measure.** The roof shall not be sloped less than 4:12 (rise:run) or more than 14:12. Slopes less than 4:12 are permitted to occur on second story or higher roofs.
- (2) **Configurations.**
- (A) Gambrel, hipped, gabled, or a combination of hips and gables with or without dormers are permitted.
- (B) Butterfly (inverted gable roof) and shed roofs are permitted.

(C) Mansard roofs are permitted, provided dormers meeting the transparency requirement of a story are incorporated into the roof design.

(3) **Parallel Ridge Line.** A gabled end or perpendicular ridge line shall occur at least every 100 feet of the roof when the ridge line runs parallel to the front lot line. See Figure 14-46. Examples of Pitched Cap Type.

(4) **Roof Height.** Roofs without occupied building space or dormers shall have a maximum height on Type A and Type B frontage facades equal to no more than 1.5 times the upper story floor-to-floor height used on the building.

(5) **Occupied Building Space.** Occupied building space may be incorporated within the pitched cap type. If occupied, the space counts as a half story.

(6) **Rooftop Appurtenances.** Any rooftop appurtenances shall be recessed within the pitched roof with no visibility when viewed from the sidewalk across the street and from any adjacent outdoor space. See Figure 14-47. Recessed Mechanicals in Pitched Cap Type. See Section 9-14-33, "Mechanical and Utility Elements," B.R.C. 1981, for additional requirements.

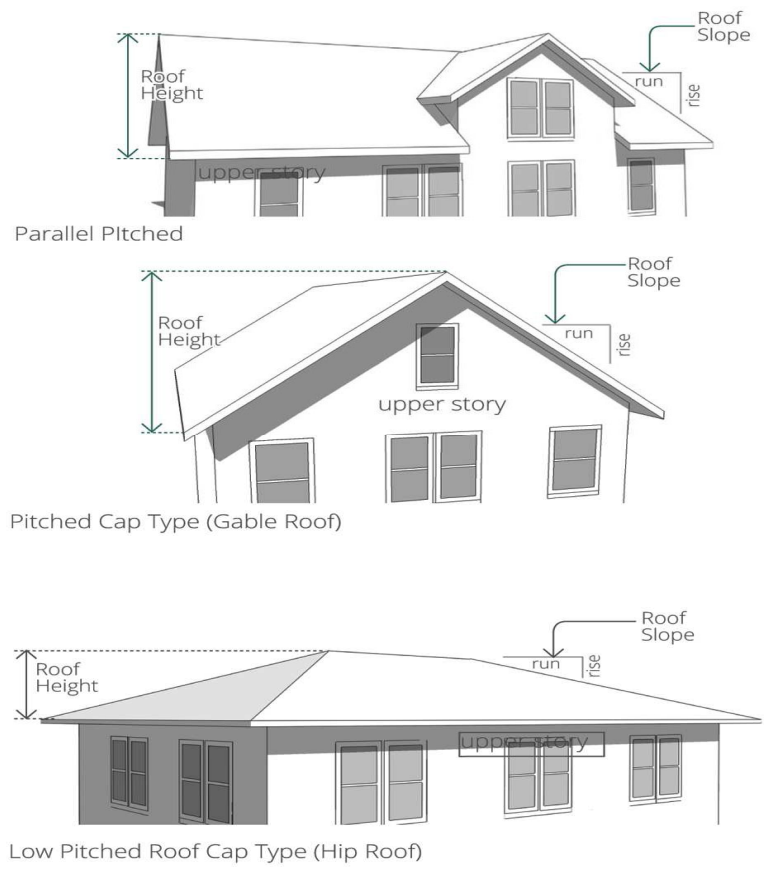


Figure 14-46. Examples of Pitched Cap Type

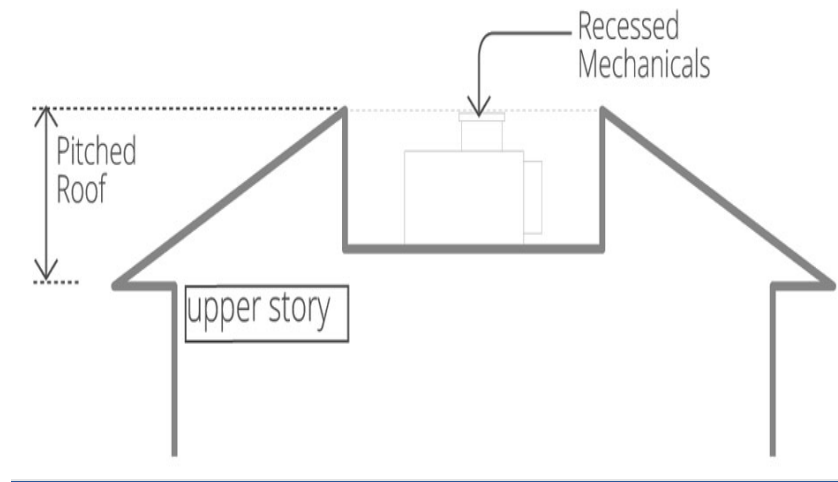


Figure 14-47. Recessed Mechanicals in Pitched Cap Type

(e) **Parapet Cap Type.** A parapet is a low wall projecting above a building's roof along the perimeter of the building as shown in Figure 14-48. Example of a Parapet Cap Type.

(1) **Parapet Height.** Parapet height is measured from the top of the upper story to the top of the parapet.

(A) **General Parapet Heights.** Minimum parapet height is two feet with a maximum height of six feet.

(B) **Parapets Exceeding Maximum Height.** The approving authority may approve a parapet causing the building height to exceed the maximum permitted height if the approving authority finds the standards for parapet walls of Section 9-7-7, B.R.C. 1981, are met.

(2) **Horizontal Expression Lines.** An expression line that is at least two inches deep and extends along at least eighty percent of the facade shall define the parapet from the upper stories of the building and shall define the top of the cap.

(3) **Occupied Building Space.** No building shall have occupied space behind a parapet cap.

(4) **Roof Terraces and Roof Decks.** Roof terraces and roof decks are permitted on the parapet cap type.

(5) **Rooftop Appurtenances.** Any rooftop appurtenances shall be located towards the rear or interior of the parapet roof. The parapet shall screen the mechanicals when viewed from the sidewalk across the street and from any adjacent outdoor space. See Section 9-14-33, "Mechanical Equipment & Appurtenances," B.R.C. 1981, for additional requirements.

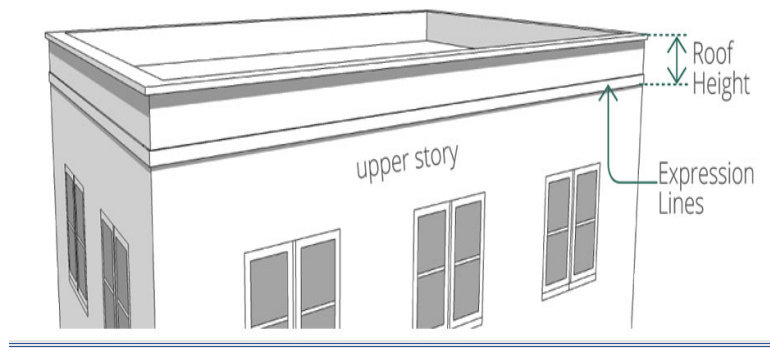


Figure 14-(48). Example of a Parapet Cap Type

(f) **Flat Cap Type.** The flat cap type has a visually flat roof with overhanging eaves as shown in Figure 14-49. Example of a Flat Cap Type.

(1) **Configuration.** The roof shall have no visible slope from the street, and eaves are required on all Type A and Type B frontage facades.

(2) **Eave Depth.** Eave depth is measured from the building facade to the outside edge of the eave. Eaves shall have a depth of at least fourteen inches.

(3) **Eave Thickness.** Eaves shall be a minimum of six inches thick. Eave thickness is measured at the midpoint of the eave depth, from the bottom of the eave to the top of the eave. The measurement may be taken from a structural support element of the eave to the top of the eave, provided the structural support element occurs at least every four feet along the entire length of the eave.

(4) **Interrupting Vertical Walls.** Vertical walls may interrupt the eave and extend above the top of the eave with no discernible cap if the following requirements are met:

(A) **No more than one-third of the front facade shall consist of an interrupting vertical wall.**

(B) **Vertical walls shall extend no more than six feet above the top of the eave. See Figure 14-49) Example of a Flat Cap Type.**

(5) **Occupied Building Space.** No building shall have occupied space behind a flat cap.

(6) **Roof Terraces and Roof Decks.** Roof terraces and roof decks are permitted on the flat cap type.

(7) **Rooftop Appurtenances.** If the interrupting vertical wall is utilized, any rooftop

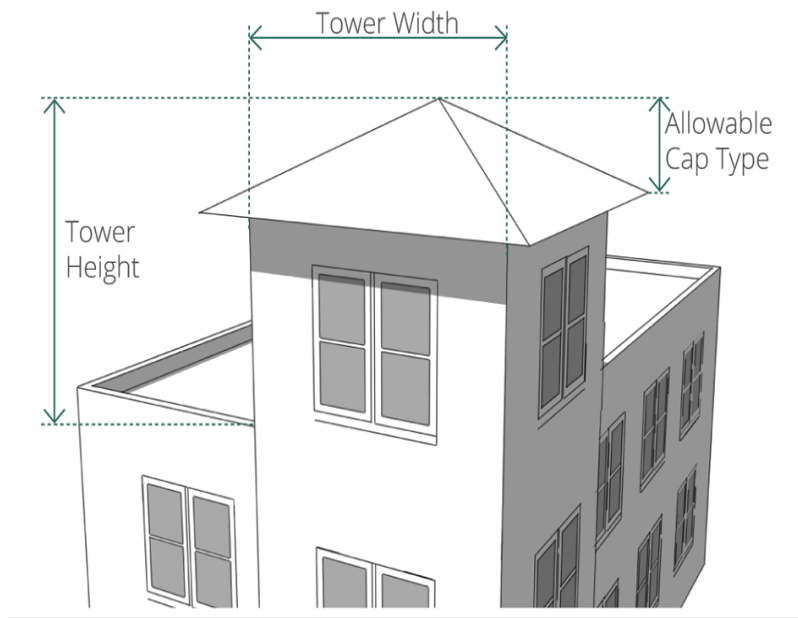
1 appurtenances shall be located behind the vertical wall with no visibility when
 2 viewed from the sidewalk across the street and from any adjacent outdoor space.
 3 If no interrupting vertical wall is utilized, rooftop appurtenances shall be located
 4 such that the mechanicals are not visible when viewed from the sidewalk across
 5 the street or from any adjacent outdoor space. See Section 9-14-33, "Mechanical
 6 Equipment & Appurtenances," B.R.C. 1981, for additional requirements.



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12 **Figure 14-49. Example of a Flat Cap Type**

- 13 (g) **Towers.** A tower is a vertical element, polygonal (simple), rectilinear, or cylindrical in
 14 plan that shall only be used with other cap types. See Figure 14-50. Example of a Tower.
- 15 (1) **Additional Height.** Towers may add a single story of additional height beyond
 16 the maximum height allowed per building type, however, a tower may not exceed
 17 a maximum height of fifty-five feet.
- 18 (2) **Tower Width.** The maximum tower width along all facades shall be one-third the
 19 width of the front facade or fifteen feet, whichever is less, and may not occupy
 20 more than 25% of the roof area. See Figure 14-50. Example of a Tower.
- 21 (3) **Transparency.** Towers that meet the minimum floor-to-floor height of the
 22 building type shall meet the minimum transparency requirements of the building.
- 23 (4) **Horizontal Expression Lines.** A minimum two inches deep expression line is
 24 required at the cap of the tower.
- 25 (5) **Occupied Building Space.** Towers with minimum floor-to-floor heights required
by the building type shall be occupied space and may contain any of the uses
allowed in upper stories of the building type to which it is attached.
- (6) **Rooftop Appurtenances.** No rooftop appurtenances are permitted on tower roofs.

1 (7) Tower Cap. The tower shall be capped by a cap permitted on the building per the
 2 building type.



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12 **Figure 14-50. Example of a Tower**

13 **9-14-26. MEASUREMENT OF BUILDING TYPE REQUIREMENTS**

14 The standards outlined in the tables in Sections 9-14-16 through 9-14-21, B.R.C. 1981,
 15 applicable to each building type, shall be measured and calculated consistent with the following
 16 standards:

17 (a) Minimum Type A Frontage Streetwall Coverage. The minimum percentage of
 18 building facade along the Type A frontage of a lot is measured as follows:

19 (1) Measurement. The minimum Type A frontage streetwall shall, at a minimum,
 20 equal the width of the principal structures, as measured within the minimum and
 21 maximum setback along the frontage, divided by the length of the frontage
 22 parallel to the property line following the street minus setbacks along
 23 perpendicular property lines. Refer to Figure 14-51. Minimum Type A Frontage
 24 Streetwall.

25 (2) Courtyards. For some building types, courtyards located along the facade in the
 26 frontage setback count towards the minimum coverage. Refer to building type
 27 requirements of Sections 9-14-16 through 9-14-21, B.R.C. 1981.

28 (3) Outdoor Space Type. Open spaces meeting the requirements of one of the
 29 outdoor space types established in this chapter are exempt from the minimum
 30 Type A frontage streetwall requirement.

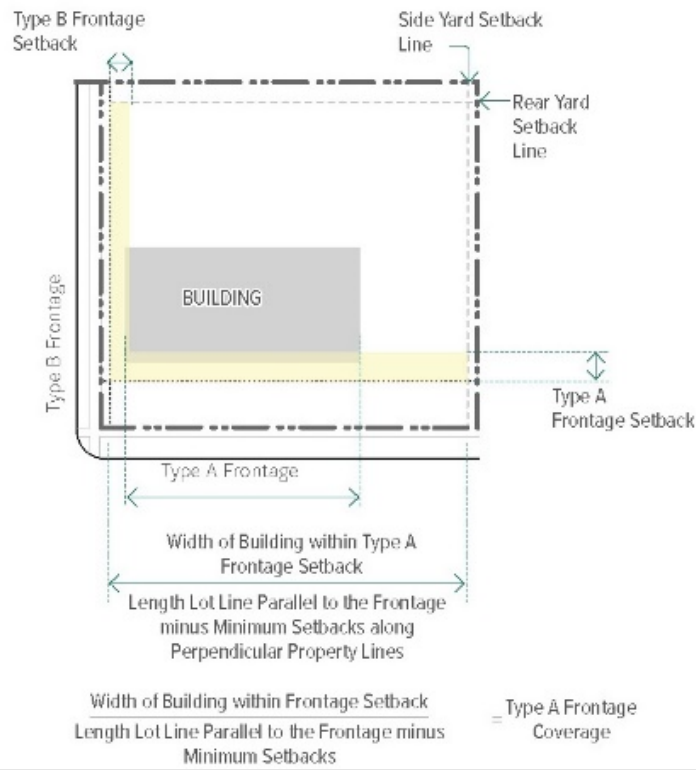


Figure 14-51. Minimum Type A Frontage Streetwall

(b) **Frontage Setback.** The minimum to maximum frontage setback shall be calculated and measured as follows. Refer to Figure 14-52. Frontage Setbacks.

(1) **Measurement.** If the frontage is a Type A, B, or C frontage along a transportation improvement or waterway, the minimum and maximum frontage setbacks are measured from the outside edge of an easement for the transportation improvement or waterway, or, if no easement exists, from the parcel or lot line abutting the transportation improvement or waterway, as applicable. If the frontage is along a required outdoor space, the minimum and maximum frontage setbacks are measured from the outside edge of an easement for the outdoor space, or, if no easement exists, from the parcel or lot line abutting to the outdoor space, or if not within a separate parcel or lot, from the outer edge of the outdoor space as delineated on the site plan.

(2) **Height.** All building facades located within the frontage setback shall meet the minimum building height of the building.

(3) **Encroachments.** Awnings, architectural projections, balconies, and building mounted signage may extend beyond the frontage setback into any yard area but shall not extend into the street right-of-way or public easement unless approved with a revocable permit or lease, as applicable.

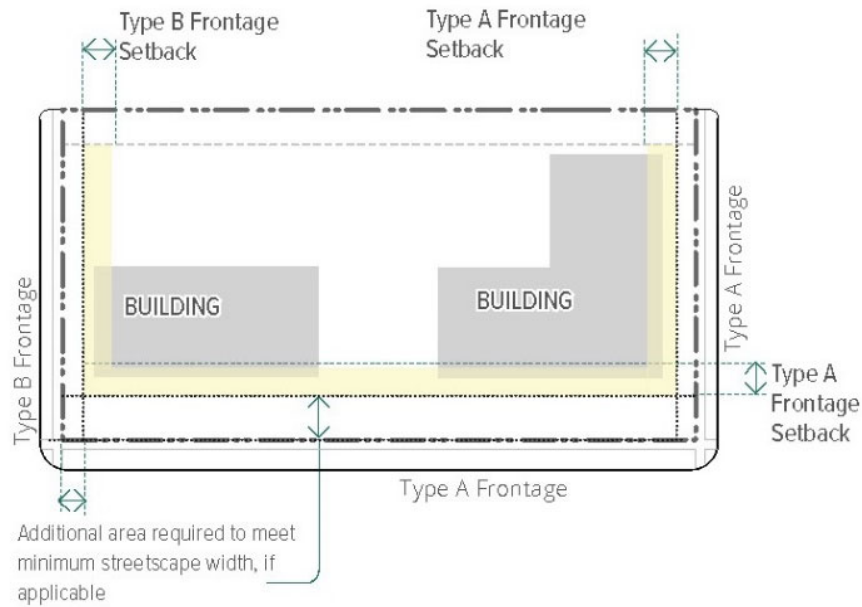


Figure 14-52. Frontage Setbacks

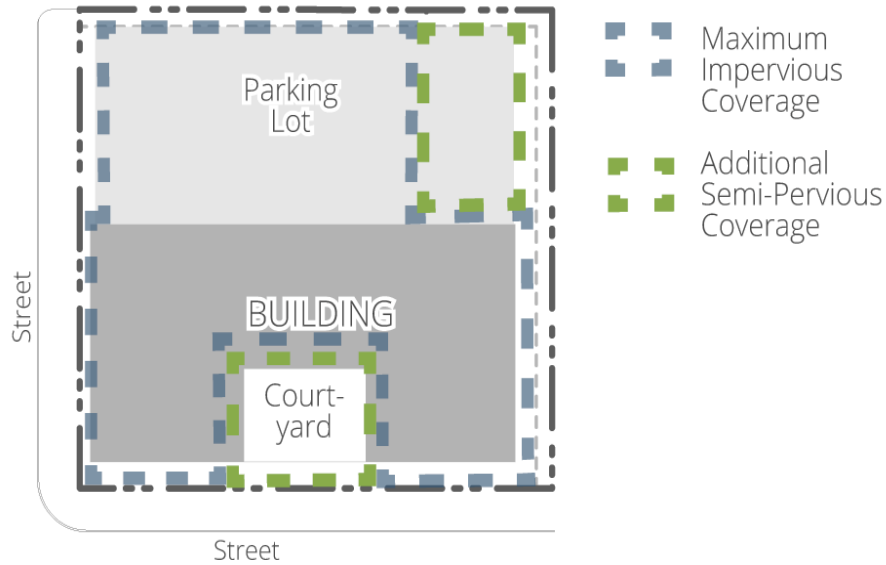
(c) Limited Side Yard Parking. Where allowed by building type, parking may be located in the interior side yard, consistent with the following requirements:

- (1) The limited side yard parking lot is located fully in an interior side yard.
- (2) The limited side yard parking is configured as one double- or one single-loaded aisle of parking and the centerline of the aisle is located perpendicular to the street.
- (3) The limited side yard parking is not located on corners in any street yard.
- (4) No more than one limited side yard parking lot per building is located along any street frontage.
- (5) The limited side yard parking lots is not located next to another limited side yard parking lot.

(d) Maximum Site Impervious and Additional Semi-Pervious Coverage. Site impervious and additional semi-pervious coverage shall be calculated and measured as follows. Refer to Figure 14-53. Site Impervious and Semi-Pervious Coverage.

- (1) **Maximum Site Impervious Coverage.** The maximum site impervious coverage is the maximum percentage of a lot permitted to be covered by structures, pavement, and other impervious surfaces.

1 (2) Additional Semi-Pervious Coverage. In addition to the allowable impervious
 2 coverage on a site, a maximum amount of additional semi-pervious coverage is
 3 permitted.



12 **Figure 14-53. Site Impervious and Semi-Pervious Coverage**

13 (e) Overall Minimum and Maximum Height. (Refer to Figure 14-54. Measuring Stories
 14 with Floor-to-Floor Height).

15 (1) Minimum Overall Height. Each building type requires a minimum number of
 16 stories. The building must meet the minimum required height along all Type A
 17 frontage facades and measured a minimum of thirty feet deep into the building.

18 (2) Maximum Overall Height. Maximum heights are specified both in number of
 19 stories and overall dimension. This requirement applies to the entire building.

20 (A) Towers. Where specifically allowed in the building type tables, Sections
 21 9-14-16 through 9-14-21, B.R.C. 1981, towers may exceed the overall
 22 maximum height of the building type per subsection (f) of Section 9-14-
 23 25, "Cap Types," B.R.C. 1981. Towers shall not exceed the maximum
 24 height per section 84 of the charter of the City of Boulder.

25 (B) Cap Type. Where specified in subsection (f) of Section 9-14-25, "Cap
 Types," B.R.C. 1981, certain cap types may allow additional height.

(C) Maximum Heights per the City Charter. Under no circumstances may
 any building or structure exceed the height limitations established in
 section 84 of the charter of the City of Boulder.

1 (D) **Height Measurement Standards.** Height shall be measured consistent
 2 with height measurement standards of Section 9-7-5, "Building Height,"
 3 B.R.C. 1981, and the definition of "height" within Section 9-16-1,
 4 "General Definitions," B.R.C. 1981.

5 (E) **View Corridors.** Height is subject to additional limitations where
 6 maximum heights are restricted pursuant to the regulating plan to preserve
 7 a view corridor. Refer to Sections 9-14-6, "Regulating Plans," and 9-14-7,
 8 "View Corridors," B.R.C. 1981.

9 (3) **Two Half Stories.** If a building has both a half story within the roof and a half
 10 story that is partially above and partially below grade, the combined height of the
 11 two half stories shall be considered one full story.

12 (f) **Minimum and Maximum Height per Story.** Each story is measured with a range of
 13 permitted floor-to-floor heights. Refer to Figure 14-54. Measuring Stories with Floor-to-
 14 Floor Height.

15 (1) **Measurement.** Story height shall be measured in feet between the floor of a story
 16 to the floor of the story above it. Minimum and maximum floor-to-floor heights
 17 are required to be met along facades for a minimum of eighty percent of each
 18 story.

19 (2) **Single Story Buildings and Top Story Measurement.** For single story buildings
 20 and the uppermost story of a multiple story building, the minimum floor-to-floor
 21 height shall be one foot less than that required per building type. The
 22 measurement shall be from the floor of the story to the ceiling.

23 (3) **Mezzanines.** Mezzanines may be included within the floor-to-floor height of any
 24 story. Mezzanines occupying more than thirty percent of the floor area below and
 25 extending above the story's allowable floor-to-floor height shall count as an
additional story and shall meet transparency requirements in subsection (e)(5),
below.

(4) **Taller Spaces.** Spaces exceeding the allowable floor-to-floor heights of the
building type are permitted on any facade., On Type A and B frontage facades,
the taller space is limited to no more than 35% of the length of the façade or 35
feet, whichever is less. Taller spaces may not exceed the total height of the
surrounding stories, and the façade meet the transparency requirements of the
surrounding stories.

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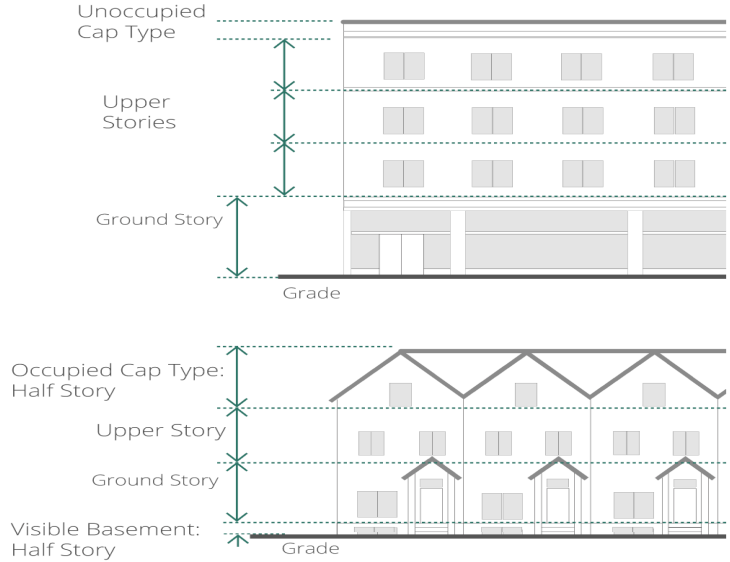


Figure 14-54. Measuring Stories with Floor-to-Floor Height

(g) Minimum Required Transparency. Per the requirements of each building type, a minimum amount of transparency is required on all stories of street, courtyard, and public way facades. The following applies to transparency requirements:

(1) Measurement. Minimum facade transparency is measured from floor-to-floor of each story separately, except for required minimum ground story transparency (refer to Paragraph 9-14-26(g) (4), B.R.C. 1981, below). Refer to Figure 14-55. Measuring Minimum Facade Transparency. Transparency requirements shall be met with windows or glass in doors meeting the standards for transparency as defined in Section 9-14-8, "Definitions," B.R.C. 1981. The measurement may include the frame, mullions, and muntins, but shall not include trim or casing.

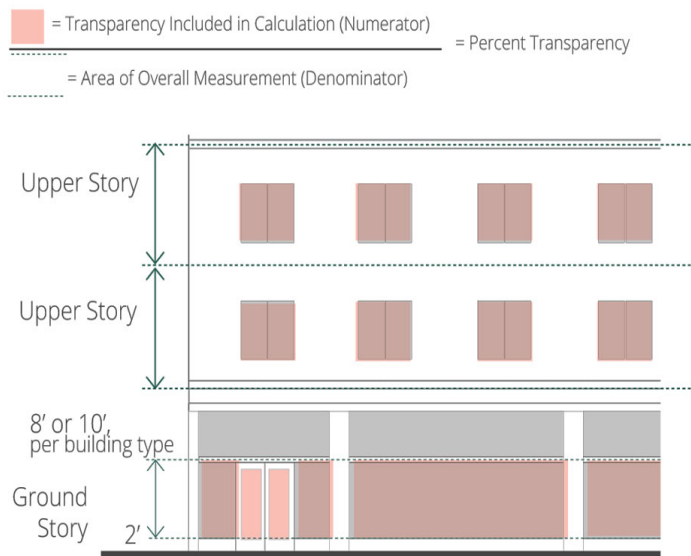


Figure 14-55. Measuring Minimum Facade Transparency

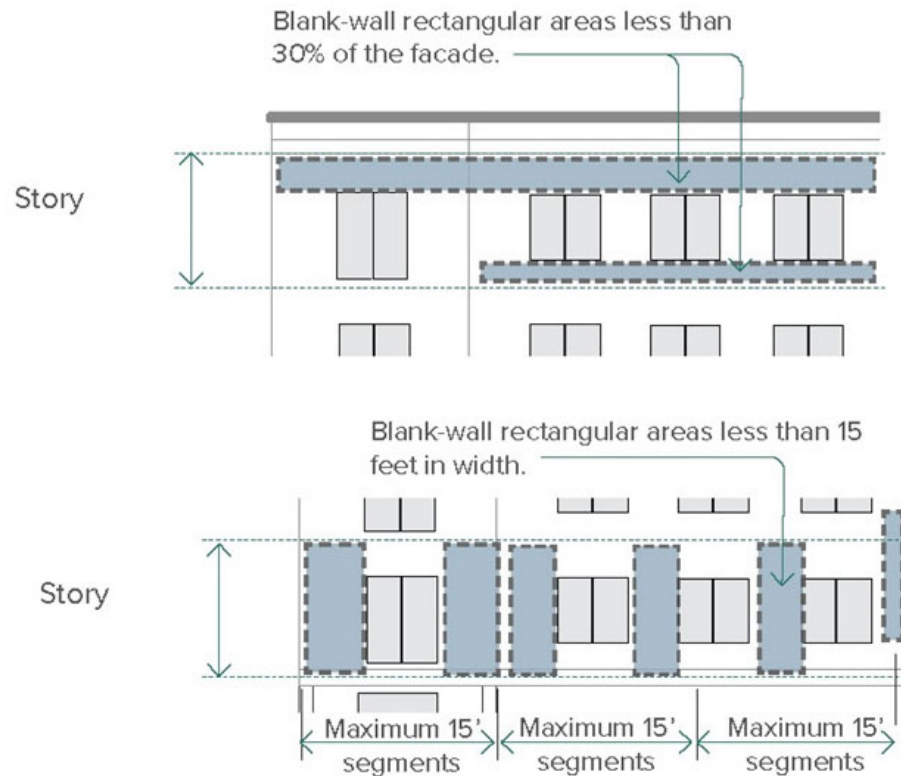
1 (2) Blank Wall Limitations. Refer to Figure 14-56. Measuring Blank Wall
 2 Limitations.

3 (A) Intent. The intent of the blank wall limitations is to avoid long stretches of
 4 blank walls, distribute transparency within a story, and ensure that
 5 windows are located at the height of a person standing within the story.

6 (B) Where the building type standards impose blank wall limitations, the
 7 following applies:

8 (i) No rectangular area greater than thirty percent of the story's facade,
 9 as measured floor to floor, shall be without transparency. Refer to
 10 Figure 14-56. Measuring Blank Wall Limitations.

11 (ii) No horizontal segment of a story's facade greater than fifteen feet
 12 in width shall be without transparency. Refer to Figure 14-56.
 13 Measuring Blank Wall Limitations.



14 **Figure 14-56. Measuring Blank Wall Limitations**

15 (3) Exception. When the facade of any story is located less than six feet from another
 16 parallel building facade, no minimum transparency is required for that story.

1 (4) **Minimum Ground Story Transparency.** When required by the building type
 2 tables of Sections 9-14-16 through 9-14-21, B.R.C. 1981, ground story
 3 transparency shall be measured between two feet and either eight or ten feet, as
 4 specified per building type, from the average grade at the base of the facade. The
 5 minimum ground story transparency requirements supersede the minimum
 6 transparency required for the building type.

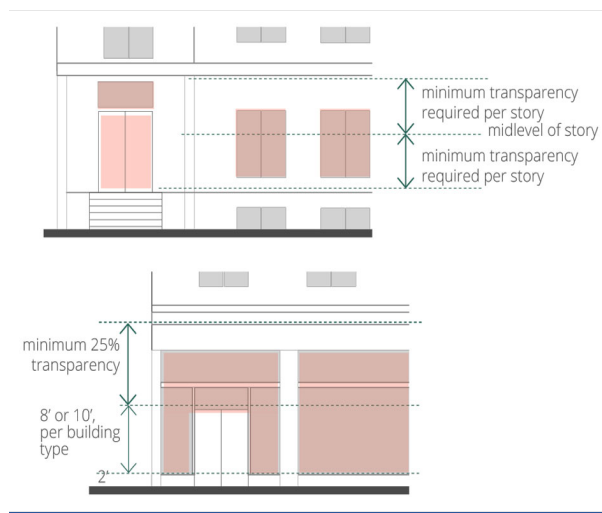
7 (5) **Mezzanines.** Mezzanines shall be treated as a separate story and include the
 8 required upper story transparency amounts.

9 (6) **Tall Stories.** Stories that are eighteen feet or taller in height shall include
 10 additional transparency consistent with the following standards. Refer to Figure
 11 14-57. Transparency on Tall Stories.

12 (A) **Separate Ground Story Transparency Required.** When a separate
 13 minimum ground story transparency is required per the building types
 14 requirements of Sections 9-14-16 through 9-14-21, B.R.C. 1981, the
 15 facade design shall fulfill that requirement in addition to a minimum of
 16 twenty-five percent transparency for the remainder of the ground story.

17 (B) **No Separate Ground Story Transparency Required.** Except on a
 18 ground story facade to which a Type A frontage ground story facade
 19 transparency requirement applies, a tall story shall be treated as two
 20 separate stories, divided in half horizontally, with the minimum
 21 transparency per story applied to each half.

22 (7) **Half Stories.** All half stories located within the roof structure and within visible
 23 basements are required to meet the minimum required transparency.



24 **Figure 14-57. Transparency on Tall Stories**

(h) **Minimum Number of Required Entrances.** Entrances shall be provided consistent with the entrance location and number requirements established for the building type and consistent with Figure 14-58. Number of Required Entrances.

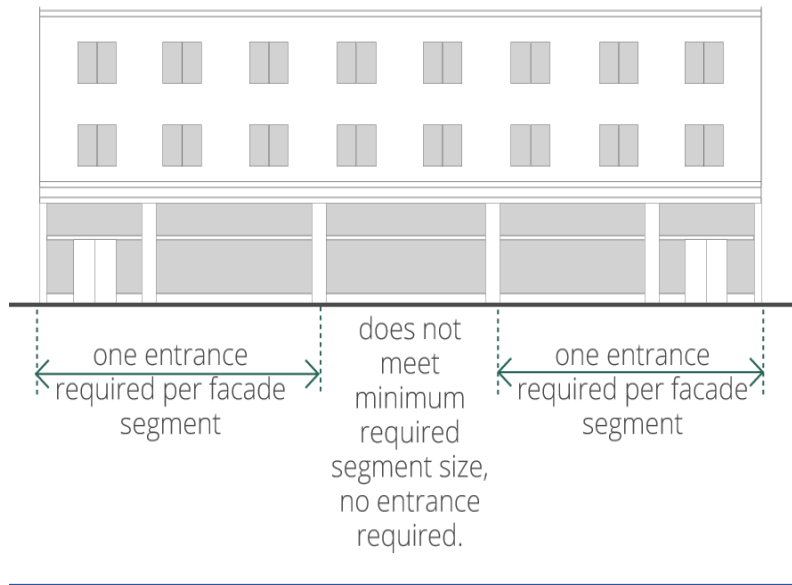


Figure 14-58. Number of Required Entrances

BUILDING DESIGN

9-14-27. APPLICABILITY AND INTENT OF BUILDING DESIGN REQUIREMENTS

(a) **Intent.** The intent of the requirements in Sections 9-14-27 through 9-14-33, B.R.C. 1981, is to implement the vision for the area as defined in adopted plans for the area, create a sense of place and community, elicit simple, honest, high quality, durable buildings of appropriate scale and massing that are visually interesting, aesthetically pleasing, create a sense of permanence, and are human scaled to enhance the pedestrian experience.

(1) **Simple.** Simple means the building design is organized and easy-to-comprehend through the use of repetition, regularity, and a clear hierarchy.

(2) **Honest.** Honest means the building is easily interpreted by the casual observer. Entrances, floors, and building use are apparent and the form of the building follows the function. The overall bulk and mass of the building clearly represents the structure, spatial layout, and materiality.

(3) **Human-Scaled.** Human-scaled means the buildings are scaled to proportions comfortable to people. Typically, human-scaled buildings have smaller building material units, architectural detailing to accentuate building elements, and a predictable rhythm to the facade pattern. This design approach is used particularly on the ground story where people walk adjacent to the building.

1 (b) **Applicability.** The requirements of Sections 9-14-27 through 9-14-33, B.R.C. 1981,
 2 establish general building design requirements applicable to all buildings located on a
 3 property designated in Appendix L, "Form-Based Code Areas," regardless of the building
 4 type. No person shall use or develop land in such areas except in conformance with the
 5 requirements of Sections 9-14-27 through 9-14-33, B.R.C. 1981, unless an exception has
 6 been granted pursuant to Subsection 9-2-16(i), B.R.C. 1981.

5 9-14-28. FACADE MATERIALS

6 (a) **Intent.** The intent of the facade materials standards of this section is to:

7 (1) Provide minimum material standards to ensure use of well-tested, high quality,
 8 durable, weather-resistant, exterior grade, preferably natural materials on the
 9 majority of finished surfaces, while permitting a wider range of materials for
 10 details. High quality materials can improve quality of buildings in that they
 11 weather well, have a low failure rate, require a low level of maintenance, and
 12 create buildings with a longer life cycle and a sense of permanence;

11 (2) Limit the number of facade materials to promote simpler, clearly articulated
 12 facades; and

12 (3) Encourage a high level of detail from smaller scaled, less monolithic materials in
 13 order to relate facades to pedestrians, especially at the ground level.

14 (b) **Major Materials.** The major material requirements of this section may be met only with
 15 materials listed as allowed major facade materials in Table 14-8, "Allowed Major Facade
 16 Materials," for the relevant form-based code area. See Figure 14-59. Examples of
 17 Allowed Facade Materials.

17 (1) **Type A Frontages.** A minimum of eighty percent of each Type A frontage
 18 facade, not including window and door areas, shall be composed of major
 19 materials, as specified in this section.

19 (2) **Type B and C Frontages.** A minimum of sixty percent of each Type B and C
 20 frontage facades, not including window and door areas, shall be composed of
 21 major materials, as specified in this section.

21 (3) **Simplicity of Surface Materials.** To meet the major facade materials
 22 requirements of this section, a minimum of sixty percent of each Type A, B, and
 23 C facade, not including window and door areas, shall be faced of a single major
 24 material. In Boulder Junction I and Alpine-Balsam, architectural metal panel
 25 systems shall not be used to meet this standard.

24 (4) **Corners of Buildings.** Where Type A, B, or C facades are located perpendicular
 25 to a rear, interior side, or rail corridor facade, the major materials on the Type A,

B, or C facade shall be continued around the corner along the perpendicular facade for a minimum of thirty feet.

(c) **Prohibited Materials.** The materials listed in Table 14-11, “Prohibited Materials,” are prohibited on any building facade. See Figure 14-60. Examples of Prohibited Facade Materials.

(d) **Minor Materials.** Minor materials may be installed on the remaining facade areas of the building not required to meet major material requirements. Minor materials are materials listed as allowed minor facade materials in Table 14-9, “Allowed Minor Facade Materials,” for the relevant form-based code area.

(e) **Details and Accents.** Detail and accent materials listed in Table 14-10 may be installed as a detail or accent on any facade. The approving authority may allow other details and accent materials that are similar in quality and durability to those listed in Table 14-10, “Allowed Detail & Accent Materials.”

(f) **Solar Panels.** Where solar panels are mounted on any facade, any major or minor facade material may be used on that facade, provided the material is not visible through the panels.

TABLE 14-8. ALLOWED MAJOR FACADE MATERIALS

	<u>BOULDER JUNCTION I</u>	<u>ALPINE-BALSAM</u>	<u>EAST BOULDER</u>	
<u>MAJOR FACADE MATERIAL (alphabetical)</u>	<u>ALL BUILDING TYPES</u>	<u>ALL BUILDING TYPES</u>	<u>GENERAL, ROW BUILDINGS</u>	<u>WORKSHOP BUILDINGS</u>
<u>Brick</u> <u>full dimensional, unit, face brick</u>	<u>△</u>	<u>△</u>	<u>△</u>	<u>△</u>
<u>Brick</u> <u>economy size (larger than 3 inches in height)</u>	<u>Limited to rear, alley, and rail corridor facades</u>		<u>△</u>	<u>△</u>
<u>Concrete Masonry Units, Architectural</u> <u>architectural, minimum 3-inch depth, “artisan stone” look, varied sizes, “stone” face, “hewn stone”, rock cut; with complementary trim pieces and finished corner units; integral color</u>	<u>≡</u>	<u>≡</u>	<u>△</u>	<u>△</u>
<u>Concrete Masonry Units</u> <u>minimum 3-inch depth, split-faced, burnished/ground face, glazed, or honed</u>	<u>Limited to rear, alley, and rail corridor facades</u>			

1	Fiber Cement Board panels, finished lap siding or shingles	<u>Row Building only</u>			<u>Δ</u>
2	Glass curtain wall	<u>Δ</u>	<u>≡</u>	<u>Δ</u>	<u>Δ</u>
3	Metal, Architectural architectural panel, cladding system (steel, titanium, zinc)	<u>Δ</u>	<u>On rear, alley, and Type B facades only</u>	<u>Δ</u>	<u>Δ</u>
4	Metal, Corrugated, Other ribbed, corrugated, sheet	<u>≡</u>	<u>≡</u>	<u>On rear, alley, rail corridor, and Type C facades only</u>	
5	Solar Facade System PV cladding system or rainscreen system	<u>Δ</u>	<u>≡</u>	<u>Δ</u>	<u>Δ</u>
6	Stone natural, units	<u>Δ</u>	<u>Δ</u>	<u>Δ</u>	<u>Δ</u>
7	Stucco cement-based, 2-3-layer hard coat	<u>On rear, alley, and Type B facades only</u>			<u>Δ</u>
8	Terra Cotta or Ceramic tiles or panels, rainscreen system	<u>≡</u>	<u>≡</u>	<u>Δ</u>	<u>Δ</u>
9	Wood painted, stained, treated, natural, or aged lap siding, shingles, board & batten	<u>Δ</u>	<u>Δ</u>	<u>Δ</u>	<u>Δ</u>
10	Wood, Composite lap siding, shingles, board & batten, rainscreen system	<u>Δ</u>	<u>Δ</u>	<u>Δ</u>	<u>Δ</u>
11	KEY: Δ = Allowed Major Material ≡ = Prohibited				

18 **TABLE 14-9. ALLOWED MINOR FACADE MATERIALS**

	BOULDER JUNCTION I	ALPINE-BALSAM	EAST BOULDER	
MINOR FACADE MATERIAL (alphabetical)	ALL BUILDING TYPES	ALL BUILDING TYPES	GENERAL, ROW BUILDINGS	WORKSHOP BUILDINGS
Brick thin, veneer	<u>≡</u>	<u>≡</u>		<u>a</u>
Concrete Surfaces, Unfinished untreated, unstained, unpainted	<u>≡</u>	<u>≡</u>	<u>a</u>	<u>a</u>
Concrete Surfaces, Finished stained, painted, treated	<u>≡</u>	<u>≡</u>	<u>a</u>	<u>a</u>

1	<u>Concrete Masonry Units, Architectural</u> architectural, minimum 3-inch depth, “artisan	<u>a</u>	<u>a</u>	<u>a</u>	<u>a</u>
2	stone” look, varied sizes, (Echelon Masonry or				
3	approved equal), “stone” face, “hewn				
4	stone,” rock cut				
5	<u>Concrete Masonry Units</u> minimum 3-inch depth, split-faced,	<u>a</u>	<u>a</u>	<u>a</u>	<u>a</u>
6	burnished/ground face, glazed,				
7	or honed,				
8	<u>Fiber Cement Board</u> finished panels	<u>a - Upper stories only</u>			<u>a</u>
9	<u>Glass</u> curtain wall	<u>a</u>	<u>a</u>	<u>a</u>	<u>a</u>
10	<u>Glass Block</u>	=	=	<u>a</u>	<u>a</u>
11	<u>High-Pressure Laminate (HPL)</u> panels, rainscreen system	=	=	<u>a</u>	<u>a</u>
12	<u>Metal Architectural</u> architectural panel, cladding system (steel,	<u>a</u>	<u>a</u>	<u>a</u>	<u>a</u>
13	titanium, zinc, corten, steel)				
14	<u>Metal, Aluminum Composite</u> aluminum composite materials (ACM) or panels	=	=	=	<u>a</u>
15	(ACP)				
16	<u>Metal, Corrugated, Other</u> ribbed, corrugated, sheet	=	=	<u>a</u>	<u>a</u>
17	<u>Stucco</u> cement-based, 2–3-layer hard coat	<u>a</u>	<u>a</u>	<u>a</u>	<u>a</u>
18	<u>Terra Cotta or Ceramic</u> tiles or panels	<u>a</u>	<u>a</u>	<u>a</u>	<u>a</u>
KEY: a = Allowed Minor Material – = Prohibited					

TABLE 14-10. ALLOWED DETAIL & ACCENT MATERIALS

All allowed major and minor facade materials may be used for details, trim, and accents.

Concrete Details

precast stone ornamentation, lintels, sills, banding, columns, beams

Fiber Cement Details

trim, soffits

Metal Details

trim, ornamentation, lintels, beams, columns

Wood and Wood Composite Details

painted/treated trim, soffits, other approved details

Vinyl Details

limited to soffits, window trim; minimum .04 inches thick

TABLE 14-11. PROHIBITED MATERIALS

Fiberglass and Acrylic Panels

All

Plastic Panels

all, including high-density polyethylene, polyvinyl chloride (PVC), and polycarbonate panels

Stucco or Synthetic Stucco Moldings &

Assemblies trim, sills, cornices, banding, columns, pilasters or other 3-dimensional decorative details

Synthetic Stucco Surfaces

all

Vinyl & PVC Siding

all

Wood

unfinished, untreated plywood siding or panels



Brick with Metal Details



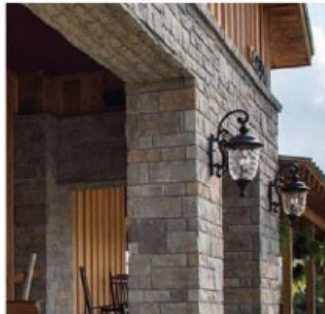
Architectural Metal Panels



Glass Curtain Wall



Wood with Metal Details



Concrete Masonry Units:
architectural



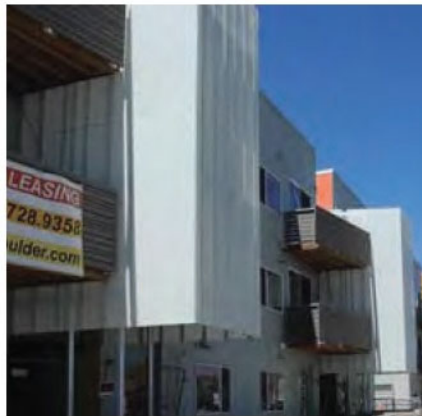
Terra Cotta Rainscreen

Figure 14-59. Acceptable Materials

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Synthetic Stucco



Plastic Panels

Figure 14-60. Unacceptable Major Materials

(d) Other Materials with Approval. Materials that are not listed in this section for its proposed application as an allowed major material or allowed minor material may not be installed on any facade unless approved by the approving authority pursuant to this subsection (d).

(1) The approving authority may approve facade materials that are not listed in this section for its proposed application if the applicant demonstrates the material in its proposed application meets the intent of the facade material standards described in subsection (a) of this section. Samples and examples of successful high quality local installation shall be provided by the applicant.

9-14-29. BUILDING CONSTRUCTION QUALITY

(a) Intent. The intent of the building construction quality requirements is to advance the quality of construction, durability, and aesthetics of new buildings, specifically related to application and detailing of facade materials.

1 (b) **Changes in Material.** Changes in vertical surface materials shall meet the following
2 standards:

3 (1) **Changes in Surface Materials.** Changes in surface materials, whether major
4 materials or minor materials, shall occur only at concave corners, where the
5 distance to the next generally parallel facade plane is a minimum of eight inches.
6 Surface materials are materials intended to cover the facade surface (such as unit
7 materials, siding, stucco, panels) and do not include detail materials, such as but
8 not limited to cast stone for lintels or cornices, exposed metal beams, or any
9 material used to create an expression line. See Figure 14-61. Diagram of
10 Allowable Changes in Surface Materials.

11 (2) **Materials Hierarchy.** Unit materials shall be elevated from the face of the
12 building above less detailed, surface materials. For example, stucco, as a constant
13 surface material, shall be recessed behind a bricked surface.

14 (3) **Shadow Lines on Surfaces.** Shadow lines shall be created with solid materials of
15 a depth that is greater than two inches, such as cast stone, masonry, or stone. For
16 example, cast stone pieces may be offset to create a shadow, where the convex
17 corner of the piece is used to create the corner of the detail.

18 (c) **Appropriate Grade of Materials.** Except on row buildings, all doors, windows, and
19 hardware shall be of commercial quality.

20 (d) **Applique Materials.** Materials with thickness of less than two and a half inches,
21 including but not limited to stucco, shall not be used or formed to create expression lines.

22 (e) **Stucco Installation.** Stucco, when allowed, shall be of the highest installation quality,
23 meeting the following criteria:

24 (1) **Contractor Submittal.** The contractor utilized for installing the stucco shall have
25 a minimum of five years' experience with a minimum of at least thirty projects.
26 The applicant shall submit as part of the design review application the contractor
27 name, address, experience level, including years and number of projects, and
28 examples of installations within the last five years. Examples of installation shall
29 be of high-quality installations meeting the requirements of this subsection (e).

30 (2) **Jointing.** All stucco joints shall be aligned along the facade in the pattern shown
31 on the elevations submitted for the design approval. Joints shall also align with
32 the locations of windows and doors and other changes in material.

33 (3) **Construction.** The stucco wall assembly shall be indicated on the plans
34 specifying stucco type and construction.

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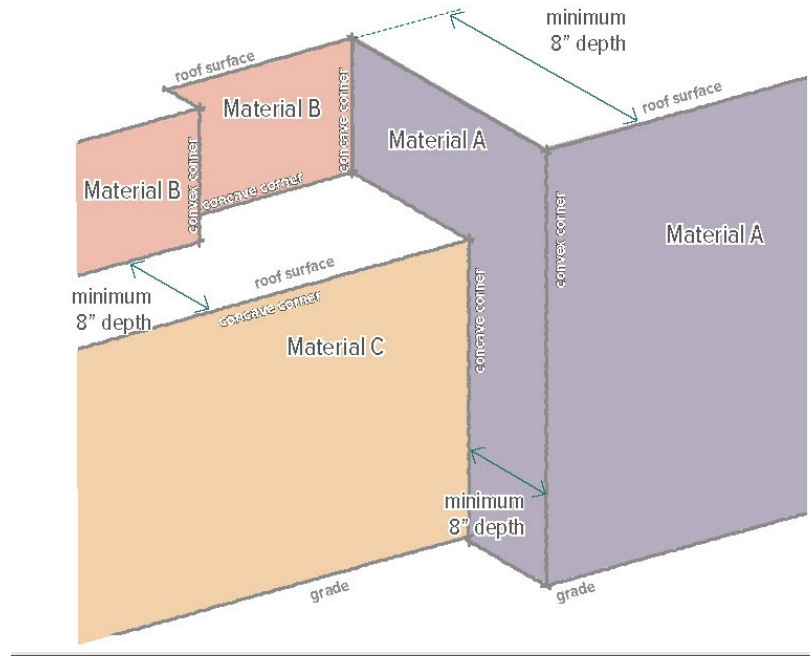


Figure 14-61. Diagram of Allowable Changes in Surface Materials

9-14-30. BUILDING ARTICULATION

- (a) **Intent.** The intent of this section is to require building design that achieves balanced and articulated building composition, a perceived intimate scale of buildings, and pedestrian interest.
- (b) **Articulation of the Base.** With the exception of entryways, the ground story of a building with a required storefront pursuant to Section 9-14-6 "Regulating Plans," B.R.C. 1981, shall not be recessed more than eighteen inches from the second story facade.
- (c) **Building Facade Variety.** See Figure 9-14(52). Illustrations of Building Massing and Articulation. All buildings 120 feet in width or greater along any Type A, B, or C frontage shall fulfill the following requirements:
 - (1) **Increments.** Each Type A, B, or C frontage facade shall be varied in segments less than or equal to ninety feet.
 - (2) **Requirements.** Each facade segment shall vary by the type of dominant material or by color, scale, or orientation of that material, and by at least two of the following:
 - (A) **The proportion of recesses and projections. within the frontage setback.**

1 (B) The location of the entrance and window placement, unless storefronts are
2 utilized.

3 (C) Roof type, plane, or material, unless otherwise stated in the building type
4 requirements.

5 (D) Building heights.

6 (3) **Alternative Method of Compliance.** The reviewing authority may approve a
7 facade design that does not meet requirements of this subsection (c) if the
8 applicant demonstrates that the proposed design achieves the intent of the
9 building articulation requirements of this section without meeting the building
10 facade variety requirements. The applicant shall submit fully rendered elevations
11 and 3-dimensional drawings of all streets, paseo and multi-use path facades with
12 materials samples for all surfaces to demonstrate that the intent of this section is
13 met.

14 **9-14-31. BUILDING MASSING**

15 (a) **Intent.** The goals of the building massing standards are to ensure an appropriate
16 perceived scale of buildings from the public ways — breaking up large buildings in a
17 simple way to ensure a human-scaled place and to provide a high level of permeability to
18 all blocks.

19 (b) **Buildings over Forty Feet in Height.** See Figure 14-52. Illustrations of Building
20 Massing and Articulation. With the exception of the civic building in Alpine-Balsam, any
21 building of the project over forty feet in height and not utilizing a pitched cap on at least
22 sixty percent of the roof shall meet the following standards:

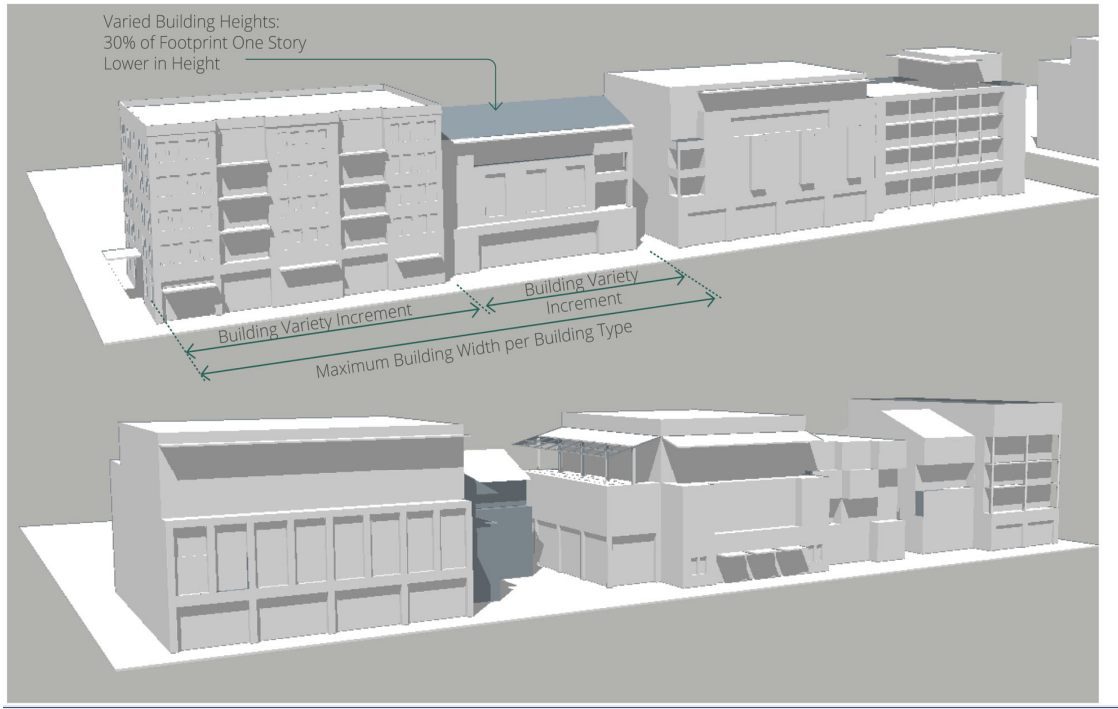
23 (1) **Varied Building Heights.** A minimum of thirty percent of the total footprint of
24 all buildings combined on the site shall be at least one story lower than the tallest
25 portion of the building footprint, not including towers.

(A) **Along Type A Frontages.** A portion of the lower height shall occur along
 at least one Type A frontage.

(B) **Stepped-Back Facade.** The requirement for varied building heights in
 paragraph (b)(1), above, shall not be met by a linear stepping-back of the
 facade along the top story, but shall constitute a change in massing of the
 building.

(C) **Pitched Roofs.** The lower height area may include a pitched roof with or
 without a half story beneath. The half-story may not exceed 65% of the
 floor area of each of the stories below the half-story.

1 (D) Terraces. Roof areas on lower-height portions of buildings may be
 2 occupied by roof terraces; however, areas of the terraces covered by
 3 permanent roof structures do not count as a lower story for the purposes of
 4 this requirement.



14 **Figure 14-52. Illustrations of Building Massing and Articulation**

15 **9-14-32-. BUILDING FACADE ELEMENTS**

16 (a) **Windows.** Windows on all buildings shall be constructed consistent with the following
 17 requirements:

18 (1) **Amount.** Each building shall meet the transparency requirements applicable to
 19 the building type pursuant to Sections 9-14-16 through 9-14-21, B.R.C. 1981.

20 (2) **Recessed.** All windows, with the exception of ground story storefront systems,
 21 shall be recessed with the glass a minimum of two inches back from the facade
 22 surface material or adjacent trim.

23 (3) **Vertically Oriented.** All windows on Type A, B, and C frontage facades shall be
 24 vertically oriented unless the following standards are met:

25 (A) **Upper Stories.** Horizontally oriented windows may be used for up to
thirty percent of the total transparency area of each upper story.

(B) **Window and Height Location.** Horizontally oriented windows may be used if the height of at least seventy-five percent of the windows is a minimum of five feet, and the windows are located no more than three feet above the interior floor level.

(4) **Visibility Through Glass.** Reflective glass is prohibited on Type A, B, and C frontage facades. Windows shall meet the transmittance and reflectance factors established in the transparency definition of Section 9-14-8 "Definitions," B.R.C. 1981.

(5) **Expressed Lintels.** Lintels shall be expressed above all windows and doors by a change in brick coursing or by a separate element. See Figure 14-63. Vertically Oriented Windows with Expressed Lintels.



Figure 14-63. Vertically Oriented Windows with Expressed Lintels

(b) **Awnings, Canopies, & Light Shelves.** On Type A, B, and C frontage facades, awnings, canopies, and light shelves shall be constructed consistent with the requirements of this subsection. See Figure 14-64. Examples of Permitted Awnings.

(1) **Encroachment.** Awnings, canopies, and light shelves shall not extend into a city right-of-way or easement except consistent with the requirements of Section 8-6-6, "Requirements for Revocable Permits, Short-Term Leases and Long-Term Leases," B.R.C. 1981.

(2) **Attached Awnings & Canopies.** Awnings and canopies that are attached to the building and could be removed shall meet the following standards:

1 (A) **Material.** Plastic awnings are prohibited.

2 (B) **Solar Panels.** Solar awnings or canopies are allowed.

3 (C) **Lighting.** Backlit awnings are prohibited.

4 (D) **Structures.** Support poles are prohibited unless utilized for outdoor eating
5 areas over eight feet in depth.

6 (E) **Multiple Awnings on the Facade.** When more than one awning is
7 mounted on a facade, the awning types and colors shall be coordinated by
8 matching the color, shape, material, or other element.

8 (3) **Canopies & Light Shelves.** Permanent canopies, projections, or overhangs used
9 as architectural features, light shelves, or shading devices are permitted, subject to
10 materials standards of Section 9-14-28, "Facade Materials," B.R.C. 1981.

10 (4) **Clearance.** All portions of any awning, canopy, or light shelf shall provide at
11 least eight feet of clearance over any walkway and shall not extend over any
12 driveway.



13 Metal Awning



14 Canvas Awning

15 **Figure 14-64. Examples of Permitted Awnings**

16 (c) **Balconies.** On a Type A frontage facade, any balconies shall meet the requirements of
17 this subsection (c), and false balconies are prohibited. On Type B and Type C frontage
18 facades, any balconies shall meet the requirements of this subsection (c) or be false
19 balconies. See Figure 14-65. Examples of Balconies.

20 (1) **Balcony Requirements.** Balconies shall meet the following:

(A) **Definition.** For the purpose of this subsection (c), balconies shall include any roofed or unroofed platform that projects from the wall of a building above grade and is enclosed only by a parapet or railing.

(B) **Size.** Balconies shall be a minimum of four feet deep and five feet wide.

(C) **Integrated Design.** The balcony shall be designed to be integrated with the building facade through techniques that may include, without limitation, structural integration, minimal protrusion, facade articulation, material consistency, and color consistency. Separate columns or posts supporting any balcony from the ground are prohibited.

(D) **No Drip-through Decks.** Drip-through decks are prohibited.

(E) **Platform.** The balcony platform shall be at least three inches thick. Any underside of a balcony that is visible from any public way shall be finished.

(F) **Facade Coverage.** No more than forty percent of Type A and Type B frontage facades, calculated separately for each facade, may be covered by balconies. The balcony area is calculated by drawing a rectangle around the platform or floor of the balcony, any columns or indentations, and any ceiling, roof, or upper balcony.

(2) **False Balconies.** False balconies consist of a rail and door, and any outdoor platform less than eighteen inches in depth. The requirements of paragraph (1) of this subsection (c) do not apply to false balconies.



Figure 14-65. Examples of Balconies

(d) **Shutters.** If included in the design, shutters, whether functional or not, shall meet the following requirements:

(1) **Size.** All shutters shall be sized for the windows, so that, if the shutters were to be closed, they would not be too small for complete coverage of the window.

1 (2) **Materials.** Shutters shall be wood, metal, fiber cement, composite wood, or high-
2 pressure laminate (HPL). Vinyl shutters are prohibited. Other "engineered"
3 materials may be approved provided that the applicant submits a sample and
4 examples of high quality, local installations of the material, installed a minimum
5 of five years earlier and showing no degradation or wear of the material.

6 (e) **Principal Entryway.** See Figure 14-66. Examples of Defined Principal Entryway.
7 Principal entrances to buildings or units, with the exception of ground story storefront
8 systems, are subject to the following:

9 (1) Principal entrances shall be clearly delineated through at least two of the
10 following design features:

11 (A) **Cap or Canopy.** The entryway is covered by a cap or canopy
12 differentiating it from the overall building cap.

13 (B) **Porch.** The entryway is through a porch.

14 (C) **Sidelights and Transom.** Sidelights or transom windows are included
15 around the entryway.

16 (D) **Lighting Feature.** The entrance is lit with a sculptural lighting feature or
17 other unique lighting system visible during daylight.

18 (E) **Sculpture or Mural.** The entryway is defined by a special art feature,
19 either a sculpture or mural.

20 (F) **Extended Articulation.** The entryway is included in a separate bay of the
21 building that extends up at least two stories.

22 (2) **Other Design.** The approving authority may approve a design that does not meet
23 the standards of this subsection if the authority finds that the design adds
24 emphasis and draws attention to the entryway.

25 (3) **Right-of-Way.** Doors shall not swing into city right-of-way or easement.



Figure 14-66. Examples of Defined Principal Entryway

9-14-33. MECHANICAL AND UTILITY EQUIPMENT

(a) Intent. Mechanical equipment and utility equipment can have a negative visual impact and detract from the quality of the design of a building. The purpose of the standards of this section is to ensure that the visual impact of mechanical and utility equipment is minimized.

(b) Mechanical Equipment in Building. Mechanical equipment shall be located within the building, unless the applicant demonstrates the equipment is necessary for the function of the building and locating the equipment within the building would conflict with the equipment's function or present a health and safety risk to the occupants of the building. If the mechanical equipment is necessary for the function of the building and locating it within the building would conflict with its function or present a health and safety risk to building occupants, the equipment may be located on the rooftop, on facades, or on horizontal surfaces consistent with the standards of this section.

(c) Rooftop Mechanical Equipment. In addition to the meeting the requirements of Section 9-7-7, "Building Height, Appurtenances," B.R.C. 1981, any rooftop mechanical equipment, including without limitation vents, ventilators, skylights, and antennas, and excluding solar energy and wind energy conversion systems, shall meet the following standards:

(1) Rooftop mechanical equipment shall be located consistent with one of the following methods:

1 (A) Incorporate equipment into the roof design consistent with the applicable
2 standards of Section 9-14-25, "Cap Types," B.R.C. 1981.

3 (B) Set the equipment back a minimum of twenty feet from any Type A or B
4 frontage facade.

5 **(d) Mechanical Equipment on Facades.** Mechanical equipment shall not be located on a
6 facade unless the applicant demonstrates that locating the equipment in a different
7 location would conflict with the equipment's function. Any mechanical equipment on a
8 facade, such as dryer vents, gas meters, and air conditioners, shall be located consistent
9 with the following standards:

10 (1) **Facade.** The mechanical equipment may be located on a non-Type A frontage
11 facade. The equipment and appurtenances may be located on a Type A frontage
12 facade only if the following requirements are met:

13 (A) The equipment is located on a surface perpendicular to any right-of-way;

14 (B) The equipment extends from the facade surface no more than three inches;
15 and

16 (C) The equipment is screened from the sidewalk.

17 (2) **Alignment.** Multiple pieces of mechanical equipment shall be organized on the
18 facade in a regular pattern and aligned. Compliance with this standard shall be
19 illustrated on the drawing elevations submitted as part of the application.

20 (3) **Material Coordination.** To the extent practicable, facade-mounted mechanical
21 equipment shall be located on a material that limits their visibility. For example,
22 dark colored vents will be more visible on light colored stucco than a textured,
23 darker surface such as brick.

24 (4) **Screening.** Mechanical equipment shall be screened from view unless the
25 approving authority finds that such screening conflicts with the function of the
26 equipment. The form, material, and color of the screening shall meet the
27 following criteria:

28 (A) Screening, other than landscaping, is consistent with the building design,
29 colors, and materials;

30 (B) The equipment is placed where it is least visible from adjacent streets;

31 (C) The height of any screen is the minimum appropriate to adequately screen
32 the mechanical equipment; and

(D) Screening does not increase the apparent height of the walls of the building.

(5) No encroachment. Mechanical equipment shall not extend into any public right-of-way or easement.

(e) **Mechanical and Utility Equipment on Other Horizontal Surfaces.** Mechanical equipment and utility equipment located on the ground, decks, or horizontal surfaces other than the roof, such as, but not limited to, electrical equipment and air conditioners, shall be located consistent with the following standards:

(1) All equipment may be located in the parking yard or a Type B Street yard.

(2) Equipment may be located in a side yard provided the side yard does not contain or abut a paseo.

(3) All equipment shall be screened from view from any public way with landscaping, fencing, or walls consistent with the building design, colors, and materials.

(4) The reviewing authority may approve mechanical or utility equipment to located on a Type A street or on a paseo only if the following conditions are met:

(A) The applicant demonstrates that the equipment cannot be located in a parking yard, Type B Street yard, or in a side yard that does not contain a paseo.

(B) The equipment is fully screened with a wall that is consistent with the building design, colors, and materials and of a height that is the minimum to adequately screen the equipment and that does not prevent the facade from fulfilling any transparency requirements.

Section 13. Appendix L., “Form Based Code Areas,” to Title 9, “Land Use Code,” B.R.C. 1981, is repealed and replaced with Appendix L to Title 9 - “Form Based Code Areas” as shown in **Exhibit A** to this ordinance.

Section 14. Appendix M. Form-Based Code, B.R.C. 1981, is repealed in its entirety to read as follows:

APPENDIX M (Reserved)

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Section 15. The city council directs the city manager to add the effective date of this ordinance to Footnote 1 in Section 9-14-5, B.R.C. 1981, as anticipated by this ordinance.

Section 16. This ordinance is necessary to protect the public health, safety, and welfare of the residents of the city and covers matters of local concern.

Section 17. The city council deems it appropriate that this ordinance be published by title only and orders that copies of this ordinance be made available in the office of the city clerk for public inspection and acquisition.

INTRODUCED, READ ON FIRST READING, AND ORDERED PUBLISHED BY TITLE ONLY this 21st day of November 2024.

Aaron Brockett,
Mayor

Attest:

Elesha Johnson,
City Clerk

READ ON SECOND READING AND CONTINUED this 5th day of December 2024.

Aaron Brockett,
Mayor

Attest:

Elesha Johnson,
City Clerk

1 READ ON CONTINUED SECOND READING, AMENDED AND PASSED this 20th day
2 of February 2025.

3
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5 _____
Aaron Brockett,
Mayor

6 Attest:

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8 _____
Elesha Johnson,
9 City Clerk

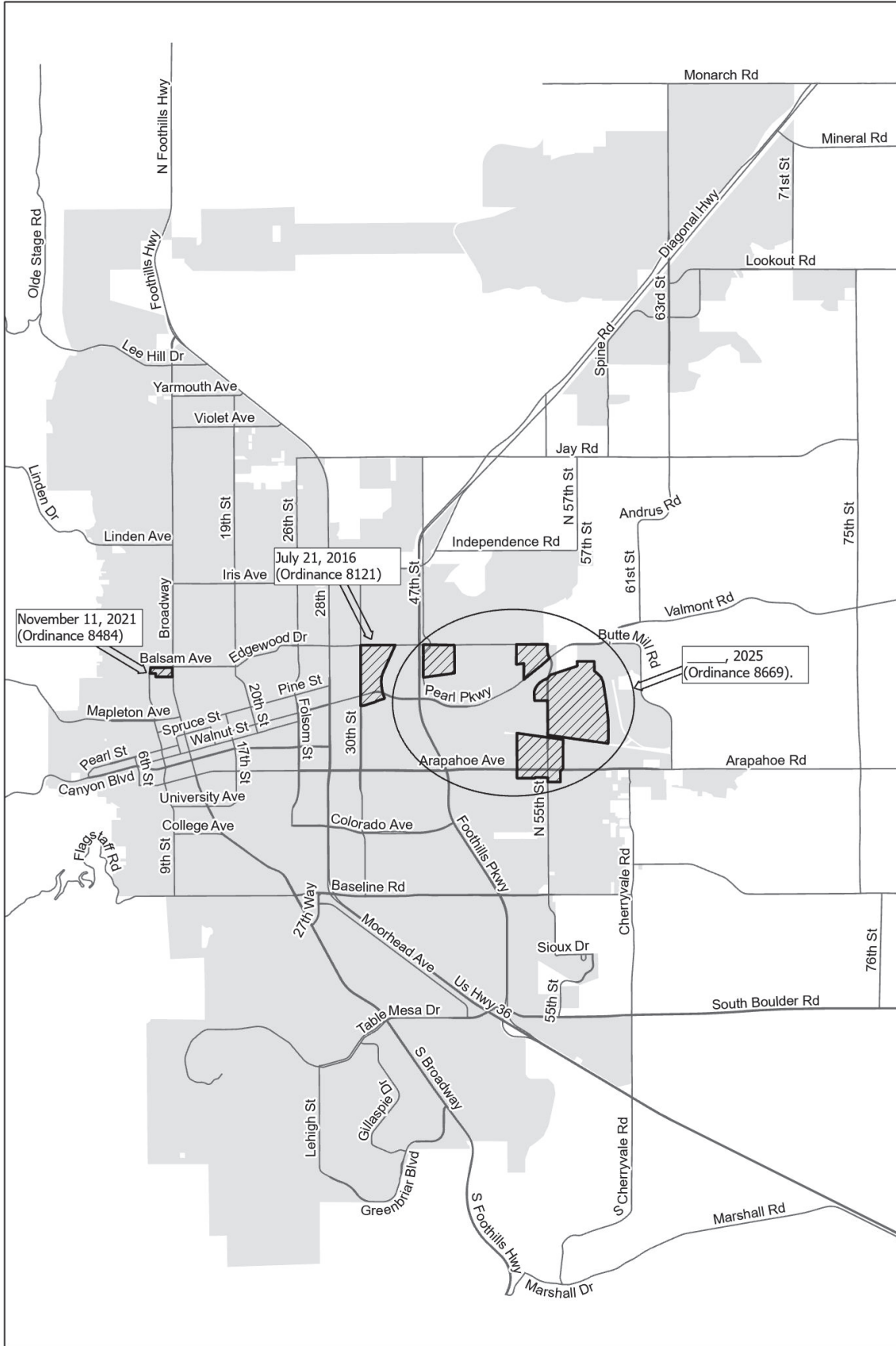
10 READ ON THIRD READING AND ADOPTED this 20th day of March 2025.


11
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13 _____
Aaron Brockett,
Mayor

14 Attest:

15
16 _____
Elesha Johnson,
17 City Clerk

Appendix L to Title 9 – Form-Based Code Areas



-  Appendix L Form-Based Code Areas
-  City Limits





COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Third reading and consideration of a motion to adopt Ordinance 8684 amending Title 10, "Structures," B.R.C. 1981 and adopting by reference the 2024 international codes regarding property maintenance, building, electrical, fire, mechanical, fuel, gas, and plumbing; and setting forth related details

PRIMARY STAFF CONTACT

Rob Adriaens, Chief Building Official

REQUESTED ACTION OR MOTION LANGUAGE

Motion to adopt Ordinance 8684 amending Title 10, "Structures," B.R.C. 1981 and adopting by reference the 2024 international codes regarding property maintenance, building, electrical, fire, mechanical, fuel, gas, and plumbing; and setting forth related details.

ATTACHMENTS:

Description

- ▣ **Item 3H - 3rd Rdg Ord 8684 International Building Code Updates**



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 20, 2025

AGENDA TITLE

Third reading and consideration of a motion to adopt Ordinance 8684 amending Title 10, "Structures," B.R.C. 1981 and adopting by reference the 2024 international codes regarding property maintenance, building, electrical, fire, mechanical, fuel, gas, and plumbing; and setting forth related details.

PRESENTERS

Nuria Rivera-Vandermyde, City Manager
Mark Woulf, Assistant City Manager
Brad Mueller, Director of Planning & Development Services
Mike Calderazzo, Fire Chief
Robert Adriaens, Chief Building Official
Jenn Ross, Code Compliance Manager
David Lowry, Fire Marshall
Christy Fitch, Assistant City Attorney III

EXECUTIVE SUMMARY

The purpose of this item is for City Council to consider a motion to amend and pass the attached proposed Ordinance 8684 ([Attachment A](#)) to update the City of Boulder's building, fire and property maintenance codes on Third Reading. The first reading on the ordinance occurred on February 6, 2025 and the second on February 20, 2025.

Following the first reading, staff noted a small substantive error in the International Property Maintenance Code and now wishes to amend the Ordinance at second reading. Additionally, this means that proposed Ordinance 8684 will need to go to a third reading before it is considered for adoption. The amendment is reflected in the revised ordinance and is explained within this memorandum.

The International Codes are updated every three years by the International Code Council (ICC) through a collaborative and consensus-based process involving experts, stakeholders and public comment. ICC's approach to code development ensures that its building codes are robust, adaptable, and reflective of current safety and construction standards.

Boulder's construction codes were last updated from the 2012 edition to the 2018 edition in 2019. The proposed code updates address a wide range of public health and safety issues as well as significant sustainability improvements from previous codes. Adoption of the most recent codes will improve Boulder's Building Code Effectiveness Grading Schedule (BCEGS[®]) rating, which is used by insurers to help determine risk, and potentially will result in lower insurance premium increases for residents and businesses and reduce the number of insurers pulling out of our market due to the high wildfire risk.

Jurisdictions, including the City of Boulder, adopt local amendments to reflect conditions specific to their geography and local requirements. The recommended local amendments are compiled in the proposed ordinance and included in [Attachment A](#) to the memo. Significant recommended changes from the 2018 amendments include:

- Older obsolete amendments now addressed by base code have been deleted to clean up the ordinance.
- Cleanup of the mobile home park chapter to reflect compliance with state law.
- Increasing the size limitation for storage sheds exempt from permitting from 80 square feet to 120 square feet.
- Exempting from permit requirements freestanding decks under 200 square feet and less than 30" above grade.
- Exempting from permit requirements playground equipment installed on residential private property or homeowners' associations in accordance with consumer safety commission guidelines.
- Deleting the local amendment to the National Electric Code requiring arc fault breakers for replacement panels.
- Requiring building permits for re-siding projects to ensure compliance with wildland urban interface and historic preservation requirements.
- Requiring permits for window replacements to ensure compliance with wildland urban interface, historic preservation, egress and energy code requirements.

This code update is a significant code simplification and cleanup from previous code adoptions. Many of the amendments initially pioneered by Boulder have now been incorporated into the building code by the International Code Council, reducing the need for local amendments and significantly simplifying the required ordinance.

This code simplification and cleanup will help reduce construction costs by improving uniformity with international standards reducing the need for Boulder specific design modifications and the number of plan review resubmittals due to local amendments not found in the international codes. The changes to the 2024 code allowing for reduced ceiling heights in existing buildings and larger allowable areas for heavy timber construction also bring cost savings to construction.

KEY ISSUES

Staff has identified the following key issues to help guide City Council’s discussion:

1. Does the City Council recommend any modifications to the draft ordinance?

STAFF RECOMMENDATION

Suggested Motion Language:

Staff requests council consideration of this matter and action in the form of the following motion:

Motion to adopt Ordinance 8684 amending Title 10, “Structures,” B.R.C. 1981 and adopting by reference the 2024 international codes regarding property maintenance, building, electrical, fire, mechanical, fuel, gas, and plumbing; and setting forth related details.

RESPONSES TO QUESTIONS FROM COUNCIL AGENDA COMMITTEE

None.

BOARD AND COMMISSION FEEDBACK

Planning Board – Planning Board reviewed Ordinance 8684 on January 28, 2025

- Planning Board had some general feedback about permitting replacement windows and siding. Of particular concern was the difference between “replacement” vs “repair. Staff clarified that repairing glazing without replacement of the window frame would not trigger permitting.
- For siding replacement, Planning Board asked if it would be possible to only require permitting in the wildland urban interface, staff explained that

homeowners and contractors are generally unaware if they are located in the WUI and permitting is required so staff can ensure that all siding in the wildland urban interface is complaint. There are also weather resistant barrier and waterproofing code requirements that need to be complied with city wide.

- Planning Board asked why the definition for ADUs was updated with language requiring that ADU's must share utilities with the principal dwelling. Staff explained that this was done to align with the definition in 9-16-1.
- Planning Board also asked about DCS standards and clothes drying in the Mobile home chapter, staff clarified these are existing standards and not part of the building code update but agreed to review them as part of a future code cleanup.
- Planning Board asked why cooperative housing was still in the definitions in chapter 10. Staff clarified that it wasn't deleted as it may still be relevant for historical code information in the future.

Planning Board voted unanimously to pass the following motion: Planning Board recommends that City Council adopt Ordinance 8684 amending Title 10, "Structures," B.R.C. 1981 and adopting by reference the 2024 international codes regarding property maintenance, building, electrical, fire, mechanical, fuel, gas, and plumbing; and setting forth related details.

COMMUNITY ENGAGEMENT.

Community engagement has included targeted outreach to key stakeholders that are most impacted by building code updates. Two remote meetings were held via Zoom, one with a group of local architects and builders on December 19 and an additional open house for members of the public on January 16, which was attended by design professionals, builders, homeowners and landlords. Additionally, an in-person lunch and learn was held with a group of local architects on January 8th. The drafted local amendments and significant code changes were provided before each session, and additional feedback and materials was received afterwards by email.

Feedback from stakeholder groups consisted of:

- Concern about the proposed timeline and its impact on projects already in a land use process.
- Positive statements about the reduction of local amendments and the simplification of the ordinance.
- Positive statements about the new lower basement and attic ceiling heights for existing buildings.
- Concern about the impacts of the new imaginary lot line provisions in the IRC on

ADU's.

Based on this feedback, staff made a change to allow projects already in a land use process to submit under either code. Staff clarified that the imaginary lot line provisions will not affect accessory dwelling units as it does not apply to accessory buildings, only two principal dwellings on a single lot.

BACKGROUND

The International Codes are updated every three years by the International Code Council (ICC) through a collaborative and consensus-based process involving design professionals, engineers, home builders, government stakeholders and extensive public engagement. ICC's approach to code development ensures that its building codes are robust, adaptable, cost effective and environmentally sustainable.

Boulder adopts the latest version of the international codes on a 6-year cycle, the construction codes were last updated in 2019. The proposed code updates address a wide range of public health and safety issues as well as significant sustainability improvements from previous codes.

ANALYSIS

Staff recommends that proposed Ordinance 8684 be amended and passed on February 20, 2026, with a third reading on March 6, 2025, to adopt the 2024 International Building Codes with an effective date of August 1, 2025.

Following first reading, an error was noted on Ordinance 8684. A previously deleted portion of the International Property Maintenance Code was intended to be re-introduced in the 2024 adoption of the International Property Maintenance Code. The section pertains to ventilation in bathrooms and toilet rooms and provides standards for that ventilation. The change is reflected in the attached Proposed Ordinance 8684 (Attachment A), and is shown below:

403.2 Bathrooms and Toilet Rooms. ~~Deleted-~~No Changes.

Summary of significant changes to the International Building Codes.

The 2024 International Residential Code (IRC®) is a comprehensive code comprising all building, plumbing, mechanical, and fuel gas standards for one- and two-family dwellings and townhouses up to three stories. Important 2024 IRC changes include:

- Habitable attics and basements in existing buildings may now have a ceiling height of 6'8", previously required 7'.
- Imaginary lot lines are added for calculating fire separation distance when

considering multiple dwellings on a single lot.

- Shared accessory rooms are now an option in two-family dwellings.
- Many requirements for energy storage systems are added to improve fire safety.
- New protection requirements for storage batteries in garages.
- Sleeping loft requirements for habitable attic style lofts and tiny home style lofts now have maximum size limits to meet an exception.
- Reinforcement of the floor below guards at a mezzanine is now required.
- The final test of the drain waste vent (DWV) system may be visual. (plumbing)
- Air exhaust openings now allowed near operable windows and doors. (mechanical)
- A2L refrigerants are added as an option for cooling equipment. (low global warming potential)
- Solvent cement joints for CPVC pipe are allowed above and below ground.
- Snow, wind, and seismic maps updated.
- Accessibility in care facilities clarified.

The 2024 International Building Code (IBC®) applies to all buildings except detached one- and two-family dwellings and townhouses up to three stories. Important 2024 IBC changes include:

- Duties and powers of the building official: Section 104 regulating duties of the building official and the approach for reviewing for code compliance has been significantly updated to reflect the current manner that alternate materials, designs and methods are evaluated.
- The updated design rain loads are now based on the summation of the static head, the hydraulic head, and the ponding head.
- Updates to Risk Categories including Photovoltaic (PV) panel systems and facilities providing power generation.

- Updated and expanded provisions for Temporary Structures.
- New provisions regarding the wind resistance of aggregate-surfaced roofs.
- Roof Coverings: Updated provisions for underlayment.
- New special inspection provisions for metal building systems.
- New provisions for structural concrete reinforced with glass-fiber reinforcement.
- Increased the allowable height of a Group R-2 occupancy building with a National Fire Protection Association (NFPA) 13R sprinkler system.
- Occupiable space requirements now apply if a roof is usable for anything more than maintenance or repair, and occupants must have access to multiple egress options from a story based on the occupant load and the story requirements.
- Adult changing tables regulations are added where they are required in large assembly and mercantile, college lecture hall/classroom buildings and highway rest stops, or provided.
- Fire-resistance-rated Wall Continuity: Updates on how supporting construction for exterior walls is to be fire-resistance-rated, especially in the case of a parapet.
- Openings in Shaft Enclosures: Additional exceptions are provided for shaft enclosures, including new allowances for openings and penetrations.
- Carbon Monoxide Detection: Carbon monoxide (CO) detection is now required in all occupancies where a CO-producing device is present. Detection and notification can be addressed in several ways.
- Vapor retarders: Several updates have been made to the vapor retarder provisions for consistency with the IRC. The changes also provide additional options and better guidance for allowable types and locations of permitted vapor retarders.
- Vertical and lateral flame propagation compliance methods: Clarification has been provided as to when testing in accordance with NFPA 285, related to vertical and lateral flame propagation, is required. Previously this information was scattered in a variety of locations within Chapters 14 and 26.
- New Appendix P sets forth the scoping limitations and technical criteria for sleeping lofts that are provided within Group R dwelling units and sleeping units.

The 2024 International Plumbing Code (IPC®) provides minimum regulations for plumbing facilities and allows for the acceptance of new and innovative products, materials, and systems. Plumbing and plumbing fixture related accessibility provisions and requirements from the ICC A117.1 Accessibility Standard have also been included. Important 2024 IPC changes include:

- Provisions added for support of buried piping beneath buildings where expansive soil conditions exist.
- Requirement added for tracer wire for buried plastic sewer piping.
- Option added for vacuum testing of drain waste and vent (DWV) piping.
- Plumbing fixture requirements significantly updated for various Group I occupancies.
- Exception added for allowing special locking mechanism for doors to multiple-user toilet facilities.
- Plastic pans for gas-fired water heaters required to be tested in accordance with ASTM E84 or UL 723.
- Showerhead flowrate limited to 2.0 GPM complying with high efficiency requirements.
- Installation standards added for solvent-cemented plastic piping joints.
- Standards added for chemical waste piping materials.

The 2024 International Mechanical Code (IMC®) establishes minimum regulations for mechanical systems using prescriptive and performance-related provisions that allow the use of new and innovative materials, methods and designs. Important 2024 IMC changes include:

- Provisions prohibiting the use of domestic ductless range hoods in Groups I-1 and I-2 were removed.
- A new identification requirement for Group A2L and B2L refrigerants.

- The requirements for machinery rooms containing Group A2L refrigerants were changed and Group B2L refrigerants were added to the provisions.
- Limits for the use of Group A1 and A2L refrigerants changed in high probability systems used for human comfort, unless permitted as excepted.
- UL 2158A Standard was added to the requirements for commercial dryer exhaust.
- Ventilation requirements for outpatient healthcare facilities updated match the requirements in ASHRAE 62.1-2019.
- Addition of a new minimum landing requirement at the roof hatch for personnel to safely use the hatch when accessing the roof for repair and maintenance.
- Addition of a new testing option for grease ductwork.
- Requirements for steam baths were added.
- A new standard requirement for refrigeration systems containing carbon dioxide.

The 2024 International Existing Building Code (IEBC®) encourages the use and reuse of existing buildings. This code covers repair, alteration, addition and change of occupancy for existing buildings and historic buildings to achieve appropriate levels of safety without requiring full compliance with new construction requirements. Important 2024 IEBC® changes include:

- Occupiable roofs. The concept of occupiable roofs requirements has been incorporated in a variety of locations to correlate with the IBC.
- Storm Shelters. The requirements have been coordinated with revisions in the IBC and ICC 500, clarifying where constructed, storm shelters shall comply with IBC Section 423.
- Risk category increase. Clarifies how risk categories should be assigned for structural design where the addition and the existing building have different uses.
- Smoke compartment requirements. Existing Group I-1, condition 2 occupancies and ambulatory care facilities may be required to divide stories into no fewer than two smoke compartments for more substantial additions and alterations.
- Adult Changing stations. Where additional toilet facilities are being added and IBC Section 1110.4.1 would require adult changing stations, Section 306.7.15

would require that at least one accessible family or assisted use toilet room must contain one.

- Exterior wall covering and wall envelopes sprinkler requirement. Section 309.2.1 has been added to require that if combustible exterior wall envelopes or coverings are installed on a high-rise building, the building must be equipped throughout with a sprinkler system. There are some exceptions for smaller installations and when only a combustible water resistive barrier is installed.
- Owner's responsibility at construction sites. Section 1502 was added to address the need for the owner to properly develop, implement and maintain a site safety plan during construction. A site safety director must be designated who is responsible for conducting daily fire safety inspections.
- Non-required automatic sprinkler system. A section has been added to Chapter 10 (under the change of occupancy classification requirements) to allow removal of a nonrequired existing automatic sprinkler system if several criteria are met.
- APPENDIX E: TEMPORARY EMERGENCY USES. This new appendix was created to provide guidance for designers, engineers, architects, and fire and building officials to allow temporary emergency uses of existing buildings with respect to the minimum code requirements. This appendix is intended to serve as a template or checklist for use during an emergency that references the relevant code requirements.

The 2024 International Fuel Gas Code (IFGC®) addresses the design and installation of fuel gas systems and gas-fired appliances through prescriptive and performance requirements. Important 2024 IFGC® changes include:

- 304.1 General. The entire section is new for the 2024 Codes. Existing code language has been deleted.
- 304.12 Protection from fumes and gases. Existing code language has been deleted. The entire section is new for the 2024 Codes.
- 403.6 Workmanship and defects. Existing code language has been re-written and additional code language has been added for the 2024 Codes.

The 2024 International Fire Code (IFC®) This code establishes regulations affecting or relating to structures, processes, premises and safeguards regarding hazards from fire and explosions, conditions that are hazardous to life, property or the public welfare regarding structures or the premise as well as fire hazards in a structure or on a premise from the occupancy or operation, fire protection systems, and the safety of all first responders. Important 2024 IFC® changes include:

- Addressing valet trash with a new appendix O that establishes requirements for Group R-2 occupancies to if valet trash is allowed. Boulder Fire will adopt appendix O to allow valet trash where applicable.
- Two new sections in Chapter 3 that specifically address the storage of lithium ion and lithium metal batteries as well as powered micromobility devices.
- The requirements for fire sprinklers were expanded in the 2024 IFC to specifically address the storage, research, and manufacturing of lithium ion and lithium metal batteries. Please note that the City of Boulder already requires sprinklers in these areas with the adoption of past codes. There is no change to our current requirements.
- The fire protection requirements for the storage of distilled spirits and wines was expanded for new storage facilities.

The 2024 International Property Maintenance Code (IPMC®) This code establishes minimum requirements for the maintenance of existing buildings through model code regulations that contain clear and specific property maintenance and property improvement provisions. The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community. The IPMC is adopted with local amendments to comply with the needs of our community. Important 2024 IPMC changes include:

- New sections under Section 105 that clarify the types of experts required for owners and operators to employ for required testing and reports for compliance.
- Section 105.3.1 “Warrant” section added to clarify the use of a warrant for legal entry of a property by the Code Official(s).
- Adjustment of the Administrative Procedures and Remedies civil penalties and the addition of an investigative fee to align with Title 10 Chapter 3 violations.
- Section 109: Unsafe Structures and equipment; 109.1.1, change the basis for an Unsafe structure from “dangerous” to “hazardous”. This allows for a broader placarding use for hazardous structures to be posted as Unsafe.

CODES NOT PART OF THIS UPDATE.

- The 2024 City of Boulder Energy Conservation Code (COBECC) this code was just updated last year.

- The 2024 Wildland Urban Interface Code, Staff will be bringing this code for adoption in May, due to the significant and disproportionate potential cost implications for homeowners located in the WUI, more extensive public outreach is required.

PROPOSED AMENDMENTS TO THE ORDINANCE THAT ARE NOT IN BASE CODE.

Staff are proposing the following amendments that are not part of the 2024 base code or the previous local amendments.

- Requiring building permits for replacement windows and siding; This change is to ensure that any replacement windows or siding being installed in the wildland urban interface meet the fire resistance requirements of the Wildland Urban Interface code.
- Increasing the size limitation for storage sheds exempt from permitting from 80 square feet to 120 square feet; through use of the racial equity instrument, staff found that there is a disproportionate need for low cost storage sheds in our mobile home parks, 120 square feet is still less than the 200 square feet allowed by base code but does allow people a bit more space for storage without being big enough to have any life safety concerns.
- Exempting from permit requirements freestanding decks under 200 square feet and less than 30” above grade; using the racial equity instrument, it was identified that requiring permits for these small freestanding decks has a disproportionate impact on the residents of mobile home parks. Almost every mobile home in Boulder has one or more such unpermitted decks.
- Deleting the local amendment to the National Electric Code requiring arc fault breakers for replacement panels; staff identified this local amendment as being a major cost barrier to low-income homeowners being able to upgrade electrical services to accommodate electrification and safety upgrades. Deleting the amendment will bring our code into alignment with national code.
- Deleting the blocking and tie down requirement in the mobile home park chapter. Blocking and tie down of mobile homes is regulated by the Division of Local Affairs and has been since 2006, this is just updating the ordinance to comply with state law.
- Deleted the non-residential use of mobile homes, mobile homes do not meet building code or accessibility requirements for non-residential use.

ATTACHMENTS

Attachment A: Proposed Ordinance 8684

ORDINANCE 8684

AN ORDINANCE AMENDING TITLE 10, "STRUCTURES," B.R.C. 1981 AND ADOPTING BY REFERENCE THE 2024 INTERNATIONAL CODES REGARDING PROPERTY MAINTENANCE, BUILDING, ELECTRICAL FIRE MECHANICAL, FUEL, GAS, AND PLUMBING; AND SETTING FORTH RELATED DETAILS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO:

Section 1. Section 10-1-1, "Definitions," B.R.C. 1981, is amended to read as follows:

10-1-1. Definitions.¹

(a) The following terms used in this title have the following meanings unless the context clearly indicates otherwise:

...

Accessory dwelling unit means an accessory dwelling unit permitted under Section 9-6-3(n), "Accessory Dwelling Unit," B.R.C. 1981. Accessory dwelling units shall not have separate utilities from the principal dwelling.

...

Approved sewer system means a sewer system authorized by the city manager to be connected to the municipal ~~waste water~~ wastewater system or by the Boulder County Health Department to be connected to a properly constructed individual sewage disposal system.

...

Dwelling means any building, structure, or other housing accommodation that is wholly or partly used or intended to be used for living or sleeping by human ~~occupants~~, but occupants but excludes temporary housing.

...

¹Amended by Ordinance No. 7725, effective commencing January 1, 2011.

1 *Floor area* means the total square footage of all levels included within the outside walls of a
2 building or portion thereof, but excluding courts, garages useable exclusively for the storage of
3 motor vehicles and uninhabitable areas that are located above the highest inhabitable level or
4 below the ~~first floor~~first-floor level.

5 *Industrial processes* means any ~~business-related~~business-related process supported by
6 mechanical or electrical systems other than base building systems.

7 ...
8 *Readily accessible* means capable of being reached safely and quickly for operation, repair,
9 or inspection without the necessity of climbing over or removing ~~obstacles,~~obstacles or using
10 portable access equipment.

11 *Retrocommissioning* means the process of making low-cost adjustments to an existing
12 building's operation to improve its energy performance, in a manner specified by the City
13 Manager

14 ...
15 *Water heater insulation* means a thermal insulation blanket with a membrane facing which
16 has a flame spread classification of no more than two hundred for an electric water heater and
17 twenty-five for an oil- and gas-fired water heater when tested in accordance with ASTM E 84-
18 80, ~~or 84-80~~ or originally installed insulation integral to the water heater which provides
19 equivalent resistance to heat loss.

20 ...
21 Section 2. Section 10-2-1, "Legislative Intent," B.R.C. 1981, is amended to read as
22 follows:

23 **10-2-1. Legislative Intent.**

24 (a) The city council finds:

25 (1) Energy efficiency requirements for housing are necessary because:

(A) Reducing greenhouse gas emissions in existing buildings is imperative to
meet the City of Boulder's sustainability goals;

1 (B) Rental housing represents the largest number of existing housing units in
2 the city; and

3 (C) Efforts to establish incentives for voluntary energy efficiency retrofits in
4 rental housing have proven to be ineffective.

5 (b) Reducing greenhouse gas emissions has been established as an important public policy
6 objective and mandated by the city due to:

7 (1) The well-documented link between reduction of such emissions and current and
8 projected climate change; and

9 (2) The profound public health and safety impacts of such emissions, including but
10 not limited to:

11 (A) Increased risk of extreme weather events,

12 (B) Increased flood severity,

13 (C) Increased risk and intensity of catastrophic wildfire,

14 (D) Increased insect invasions causing forest die-offs, and

15 (E) Increased risk of drought.

16 (c) The purposes of this chapter are as follows:

17 (1) To protect the public health, safety, and general welfare of the residents of the city
18 by regulating existing residential rental and privately occupied residential
19 structures and to promote conservation and the efficient use of energy;

20 (2) To establish minimum energy efficiency requirements for existing rental and
21 privately occupied housing in the city with the goal of reducing greenhouse gas
22 emissions; and

23 (3) To address the unique needs and challenges associated with energy retrofits in
24 existing rental and privately occupied housing.

25 (d) The city council hereby adopts the 2024~~18~~ edition of the *International Property
Maintenance Code* as the Property Maintenance Code of the City of Boulder. This
chapter establishes minimum code standards related to: administration; definitions;
general requirements; light, ventilation and occupancy limitations; plumbing facilities
and fixture requirements; mechanical and electrical systems; fire safety requirements; and
rental licensing; and existing residential rental structure energy conservation.

Section 3. Section 10-2-2, “Adoption of International Propety Maintenance Code With
Modifications,” B.R.C. 1981, is amended to read as follows:

10-2-2. - Adoption of International Property Maintenance Code With Modifications.

- (a) The 2024~~18~~ edition of the International Property Maintenance Code (IPMC) of the International Code Council is hereby adopted by reference as the City of Boulder Property Maintenance Code and has the same force and effect as though fully set forth in this chapter, except as specifically amended for local application by this chapter.
- (b) IPMC Appendix chapters A, "Boarding Standard," B, "Rental Housing Inspections," and C, "Energy Efficiency Requirement - Existing Residential Rental Structures Energy Conservation," are adopted.
- (c) For ease of reference, the following identifies all chapters, sections and appendices of the published and adopted IPMC and includes specific amendments for local application. Chapter, Section, Subsection, or Appendix numbers of provisions not amended appear, followed by the words, "No changes." The amended text of specifically amended provisions appears below. Chapter, Section, Subsection, or Appendix numbers of any provisions not adopted appear, followed by the word, "Deleted."

**CHAPTER 1
SCOPE AND ADMINISTRATION**

PART 1 - SCOPE AND ADMINISTRATION

**SECTION 101
GENERAL**

101.1 Title. These regulations shall be known as the Property Maintenance Code of the City of Boulder, hereinafter referred to as "this code."

101.2 Scope. This code applies to all existing structures and all existing premises and establishes minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, energy conservation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; this code also specifies the responsibility of owners, operators, and occupants related to code compliance, establishes requirements and standards for the occupancy of existing structures and premises, and provides for administration, licensing, enforcement, and penalties.

101.2.1 Application of Rental Licenses Code. Existing residential structures utilized as rental properties will also be subject to the requirements of Chapter 10-3, "Rental Licenses," B.R.C. 1981.

101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Except as provided below,

1 existing structures and premises that do not comply with these provisions shall be altered
2 or repaired to provide a minimum level of health and safety as required herein. Existing
3 structures and premises that comply with all applicable codes in force at the time of
4 construction will be deemed to comply with this code except where the code official
5 determines that deviations from this code pose a danger to the health, safety, or welfare
6 of the public or occupants, and issues an order for the owner to correct those specific
7 conditions or alterations.

8 **101.4 Severability.** No changes.

9 **SECTION 102**
10 **APPLICABILITY**

11 **102.1 General.** No changes.

12 **102.2 Maintenance.** Equipment, systems, devices, and safeguards required by this code
13 shall be maintained in accordance with the code in effect when the structure or premises
14 were legally constructed, altered, or repaired and shall be maintained in good working
15 order.

16 **102.3 Application of Other Codes.** Repairs, additions, or alterations to a structure,
17 inspections, or changes of occupancy shall be done in accordance with the procedures
18 and provisions of the City of Boulder Building Code, City of Boulder Residential Code,
19 City of Boulder Existing Building Code, City of Boulder Fuel Gas Code, City of Boulder
20 Mechanical Code, City of Boulder Plumbing Code, City of Boulder Fire Code, City of
21 Boulder Energy Conservation Code, and City of Boulder Electrical Code.

22 **102.4—102.110** No changes.

23 **PART 2 - ADMINISTRATION AND ENFORCEMENT**

24 **SECTION 103**
25 **DIVISION OF BUILDING SAFETY CODE COMPLIANCE DIVISION**

103.1 General. "~~Division of Building Safety Code Compliance Division~~" means the
administrative unit established by the city manager or the manager's delegates, and the
personnel assigned to the unit by the manager. The ~~Division of Building Safety Code~~
Compliance Division administers the Property Maintenance Code. The executive official
in charge of the ~~Division of Building Safety Code Compliance Division~~ is the code
official.

103.2 Appointment. Deleted.

103.2 Deputies. Deleted.

103.4 Liability Fees. Neither the City nor any employee of the City who enforces,

attempts to enforce, or is authorized to enforce this code, or any related provisions or reviews under the Boulder Revised Code, shall be liable to third parties for any damage or injury to person or property as a result of enforcement or nonenforcement. The City assumes no duty of care by the adoption of this code or any related provisions or reviews under the Boulder Revised Code. No person is justified in relying upon the results of an inspection, and such inspections are not a guarantee that the premises so approved, inspected and licensed in fact complies with all the requirements of this code or any related provisions or reviews under the Boulder Revised Code. It is the duty of the persons owning and controlling any building or structure to ensure that the building is maintained in accordance with the requirements of this code, and it is such persons, and not the City, who are responsible for damages caused by breach of such duty. The fees and costs for activities and services performed by the department in carrying out its responsibilities under this code shall be as detailed in Section 4-20-47, "Zoning Adjustment and Building Appeals Filing Fees," B.R.C. 1981.

~~**103.5 Fees.** The fees and costs for activities and services performed by the department in carrying out its responsibilities under this code shall be as detailed in Section 4-20-47, "Zoning Adjustment and Building Appeals Filing Fees," B.R.C. 1981.~~

SECTION 104 FEES, DELETED

SECTION 104
DUTIES AND POWERS OF THE CODE OFFICIAL

~~**104.1 General.** The code official is hereby authorized and directed to enforce the provisions of this code and Chapter 10-3, "Rental Licenses," B.R.C. 1981. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.~~

~~**104.2 Inspections.** No changes.~~

~~**104.3 Right of Entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code and as necessary to effect compliance with the provisions of this code and Chapter 10-3, "Rental Licenses," B.R.C. 1981, provided that, if such structure or premises is occupied, the code official shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the code official shall have recourse to the remedies provided by~~

1 law to secure entry.

2 ~~104.4—104.6~~ No changes.

3 ~~104.7 Clerk and Recorder Notices.~~ When the code official finds that there is a violation
4 of this code, a notice to that effect may be filed with the Boulder County Clerk and
Recorder against the title of the land upon which the dwelling or structure is built. The
5 code official shall inform the property owner of this action in advance, in writing
according to Section 107, allowing adequate time to correct the violation. When the
6 condition upon which the notice described in the record was based has been corrected,
the code official shall provide a written release.

7 ~~104.8 Authority to Issue Rules.~~ The code official may adopt reasonable rules to
8 implement the provisions of this code pursuant to Chapter 1-4, "Rulemaking," B.R.C.
1981.

10 **SECTION 105**
11 **APPROVAL DUTIES AND POWERS OF THE CODE OFFICIAL**

12 ~~105.1—105.6~~ No changes.

13 105.1 General. The code official is hereby authorized and directed to enforce the
14 provisions of this code and Chapter 10-3, "Rental Licenses," B.R.C. 1981. The code
15 official shall have the authority to render interpretations of this code and to adopt policies
16 and procedures in order to clarify the application of its provisions. Such interpretations,
policies and procedures shall be in compliance with the intent and purpose of this code.
Such policies and procedures shall not have the effect of waiving requirements
specifically provided for in this code.

17 105.2 Determination of Compliance No changes.

18 105.3 Right of Entry. Where it is necessary to make an inspection to enforce the
19 provisions of this code, or whenever the code official has reasonable cause to believe that
20 there exists in a structure or upon a premises a condition in violation of this code, the
code official is authorized to enter the structure or premises at reasonable times to inspect
21 or perform the duties imposed by this code and as necessary to effect compliance with
the provisions of this code and Chapter 10-3, "Rental Licenses," B.R.C. 1981, provided
22 that, if such structure or premises is occupied, the code official shall present credentials
to the occupant and request entry. If such structure or premises is unoccupied, the code
23 official shall first make a reasonable effort to locate the owner or other person having
charge or control of the structure or premises and request entry. If entry is refused, the
code official shall have recourse to the remedies provided by law to secure entry.

24 105.3.1 Warrant. No changes.
25

1 105.4—105.6 No changes.

2 105.7 Liability. Neither the City nor any employee of the City who enforces, attempts to
3 enforce, or is authorized to enforce this code, or any related provisions or reviews under
4 the Boulder Revised Code, shall be liable to third parties for any damage or injury to
5 person or property as a result of enforcement or nonenforcement. The City assumes no
6 duty of care by the adoption of this code or any related provisions or reviews under the
7 Boulder Revised Code. No person is justified in relying upon the results of an inspection,
8 and such inspections are not a guarantee that the premises so approved, inspected and
9 licensed in fact complies with all the requirements of this code or any related provisions
10 or reviews under the Boulder Revised Code. It is the duty of the persons owning and
11 controlling any building or structure to ensure that the building is maintained in
12 accordance with the requirements of this code, and it is such persons, and not the City,
13 who are responsible for damages caused by breach of such duty.

9 105.8. Approved Materials and Equipment. No changes

10 105.9 Clerk and Recorder Notices. When the code official finds that there is a violation
11 of this code, a notice to that effect may be filed with the Boulder County Clerk and
12 Recorder against the title of the land upon which the dwelling or structure is built. The
13 code official shall inform the property owner of this action in advance, in writing
14 according to Section 109.4, allowing adequate time to correct the violation. When the
15 condition upon which the notice described in the record was based has been corrected,
16 the code official shall provide a written release.

14 105.10 Authority to Issue Rules. The code official may adopt reasonable rules to
15 implement the provisions of this code pursuant to Chapter 1-4, "Rulemaking," B.R.C.
16 1981.

17 **SECTION 106**
18 **VIOLATIONS MEANS OF APPEALS**

18 **106.1 Violations.**

19 (a) ~~General Provisions:~~

20 (1) ~~No person shall erect, construct, enlarge, alter, extend, repair, move, remove,~~
21 ~~improve, convert, demolish, equip, use, occupy, or maintain any building or~~
22 ~~structure in the city, or cause or permit the same to be done, except in conformity~~
23 ~~with all of the provisions of this code and in conformity with the terms and~~
24 ~~conditions of approval issued under this code, or of any directive of the code~~
25 ~~official. No person shall violate a provision of this code, or fail to comply~~
~~therewith or with any of the requirements thereof. No person shall fail to comply~~
~~with any order issued by the code official under this code.~~

(2) ~~In accordance with the provisions of Section 5-2-11, "Prosecution of Multiple~~
~~Counts for Same Act," B.R.C. 1981, each day during which illegal construction,~~

alteration, maintenance, occupancy, or use continues, constitutes a separate offense remediable through the enforcement provisions of this code.

(3) ~~The owner, tenant, and occupant of a structure or land and the agents of each of them are jointly and severally liable for any violation of this code with respect to such structure or land.~~

(4) ~~The remedies for any violation of any provision of this code or of any permit, certificate, or other approval issued under this code or other City of Boulder code, or of any directive of the code official, may be pursued singly or in combination.~~

(5) ~~If any person fails or refuses to pay when due any charge imposed under this section, the code official may, in addition to taking other collection remedies, certify due and unpaid charges to the Boulder County Treasurer for collection as provided by Section 2-2-12, "City Manager May Certify Taxes, Charges, and Assessments to County Treasurer for Collection," B.R.C. 1981.~~

(6) ~~If an order under Section 107 is not complied with, the code official may institute any appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or the order or direction made pursuant thereto. The code official may charge the cost of any action taken to correct a violation, plus up to fifteen percent of such cost for administration, to the property owner. If any property owner fails or refuses to pay when due any charge imposed under this section, the code official may, in addition to taking other collection remedies, certify due any unpaid charges, including interest, to the Boulder County Treasurer, to be levied against the person's property for collection by the county in the same manner as delinquent general taxes upon such property are collected, under the procedures described by Section 2-2-12, "City Manager May Certify Taxes, Charges, and Assessments to County Treasurer for Collection," B.R.C. 1981.~~

(b) ~~Administrative Procedures and Remedies:~~

(1) ~~If the code official finds that a violation of any provision of this code or of any approval granted under this code exists, the manager, after notice and an opportunity for hearing under the procedures prescribed by Chapter 1-3, "Quasi-Judicial Hearings," B.R.C. 1981, may take any one or more of the following actions to remedy the violation:~~

(A) ~~Impose a civil penalty according to the following schedule:~~

(i) ~~For the first violation of the provision or approval, \$100;~~

(ii) ~~For the second violation of the same provision or approval, \$300;~~
~~and~~

(iii) ~~For the third violation of the same provision or approval, \$1,000;~~

(B) ~~For a violation concerning the use of a residential building under a rental license, revoke such license;~~

- (C) — ~~Require the filing of a declaration of use as provided in subsection (e); or~~
- (D) — ~~Issue an order reasonably calculated to ensure compliance with the provisions of this code or any approval granted under this code.~~

(2) — ~~Prior to the hearing, the code official may issue an order that no person shall perform any work on any structure or land, except to correct any violation found by the code official to exist with respect to such structure or land.~~

(3) — ~~If notice is given to the code official at least forty-eight hours before the time and date set forth in the notice of hearing on any violation that the violation has been corrected, the code official will reinspect the structure or land. If the code official finds that the violation has been corrected, the manager may cancel the hearing.~~

(4) — ~~No person shall fail to comply with any action taken by the code official under this section.~~

(e) — ~~Criminal Penalties. Violations of this code are punishable as provided in Section 5-2-4, "General Penalties," B.R.C. 1981.~~

(d) — ~~Other Remedies. The city attorney may maintain an action for damages, declaratory relief, specific performance, injunction, or any other appropriate relief in the District Court in and for the County of Boulder for any violation of any provision of this code or any approval granted under this code.~~

(e) — ~~Declaration of Use. If the code official determines that a person is using a structure in a way that might mislead a reasonable person to believe that such use is a use by right or otherwise authorized by this title, the code official may require such person to sign under oath a declaration of use that defines the limited nature of the use and to record such declaration in the office of the Boulder County Clerk and Recorder against the title to the land. In addition to all other remedies and actions that the code official is authorized to use under the Boulder Revised Code or other applicable federal, state, or local laws to enforce the provisions of this code, the code official is authorized to withhold any approval affecting such structure or land, including, without limitation, a building permit, use review, site review, subdivision, floodplain development permit, or wetland permit, until such time as the person submits a declaration of use that is in a form acceptable to the code official.~~

106.1 Application of Appeal.

(a) Any appeal under this section shall be heard by the Board of Building Appeals established under Section 2-3-4, "Board of Building Appeals," B.R.C. 1981, unless the city manager determines, due to the nature of the issues in a particular appeal, to appoint a hearing officer under Section 1-3-5, "Hearings and Determinations," B.R.C. 1981.

(b) Any person directly affected by a decision of the code official or by an order issued under this code may appeal the decision or order on the ground that:

(1) The decision or order was based on an error of fact or an erroneous interpretation of this code or the rules legally adopted thereunder;

1 (2) The code official has erroneously failed to approve an alternative material or
2 method pursuant to Section 105.2.2 prior to its installation or use. In determining
3 such an appeal, the board shall apply the standards of Section 105.2.2, but the
4 board shall have no jurisdiction to consider if a material or method expressly
5 prohibited by this code is an acceptable alternative; or

6 (3) The code official has erroneously failed to grant a modification pursuant to
7 Section 105.2.3 prior to its installation. In determining such an appeal, the board
8 or hearing officer shall apply the standards of Section 105.2.3.

9 The code official has the burden of proof under paragraph 1. The appellant has the
10 burden of proof on appeals brought pursuant to paragraphs 2 and 3. The board or hearing
11 officer shall determine the appeal and decide whether the code official's interpretation or
12 application of such code was correct or in error at a hearing under the procedures
13 described in Chapter 1-3, "Quasi-Judicial Hearings," B.R.C. 1981.

14 (c) An application for appeal must be filed in writing with the city manager within fourteen
15 days after the date the decision or order was served.

16 (d) An applicant for an appeal shall pay the fee prescribed by Section 4-20-47, "Zoning
17 Adjustment and Building Appeals Filing Fees," B.R.C. 1981. The fee for an appeal heard
18 by a hearing officer shall be the same as the fee for an appeal heard by the Board of
19 Building Appeals.

20 (e) The city manager may apply to the Board of Building Appeals, without fee, for an
21 advisory opinion concerning alternative methods, applicability of specific requirements,
22 approval of equipment and materials, and granting of special permission as contemplated
23 in Section 105.1 or 105.2 of the Property Maintenance Code.

24 (f) The board or hearing officer has neither authority to interpret Chapter 1 (the
25 administrative requirements) of this code, except as expressly provided in this section,
26 nor, because this code sets minimum standards, to waive any requirement of this code.

~~106.2—106.3 Deleted.~~

~~106.4 Violation Penalties.~~

~~106.2—106.43 Deleted.~~

~~106.5 Abatement of Violation. No changes.~~

SECTION 107
NOTICES AND ORDERS VIOLATIONS

~~107.1 Notice to Person Responsible. No changes.~~

1 **107.1 Violations.**

2 (a) General Provisions:

- 3 (1) It shall be unlawful for a person, firm, or corporation to be in conflict with or in
 4 violation of any of the provisions of this code. No person shall erect, construct,
 5 enlarge, alter, extend, repair, move, remove, improve, convert, demolish, equip,
 6 use, occupy, or maintain any building or structure in the city, or cause or permit
 7 the same to be done, except in conformity with all of the provisions of this code
 8 and in conformity with the terms and conditions of approval issued under this
 9 code, or of any directive of the code official. No person shall violate a provision
 10 of this code or fail to comply therewith or with any of the requirements thereof.
 11 No person shall fail to comply with any order issued by the code official under
 12 this code.
- 13 (2) In accordance with the provisions of Section 5-2-11, "Prosecution of Multiple
 14 Counts for Same Act," B.R.C. 1981, each day during which illegal construction,
 15 alteration, maintenance, occupancy, or use continues, constitutes a separate
 16 offense remediable through the enforcement provisions of this code.
- 17 (3) The owner, tenant, and occupant of a structure or land and the agents of each of
 18 them are jointly and severally liable for any violation of this code with respect to
 19 such structure or land.
- 20 (4) The remedies for any violation of any provision of this code or of any permit,
 21 certificate, or other approval issued under this code or other City of Boulder
 22 code, or of any directive of the code official, may be pursued singly or in
 23 combination.
- 24 (5) If any person fails or refuses to pay when due any charge imposed under this
 25 section, the code official may, in addition to taking other collection remedies,
certify due and unpaid charges to the Boulder County Treasurer for collection as
provided by Section 2-2-12, "City Manager May Certify Taxes, Charges, and
Assessments to County Treasurer for Collection," B.R.C. 1981.
- (6) If a notice or an order under Section 108 or 109.4 is not complied with, the code
official may institute any appropriate proceeding at law or in equity to restrain,
correct, or abate such violation, or to require the removal or termination of the
unlawful occupancy of the structure in violation of the provisions of this code or
the order or direction made pursuant thereto. The code official may charge the
cost of any action taken to correct a violation, plus up to fifteen percent of such
cost for administration, to the property owner. If any property owner fails or
refuses to pay when due any charge imposed under this section, the code official
may, in addition to taking other collection remedies, certify due any unpaid
charges, including interest, to the Boulder County Treasurer, to be levied against

1 the person's property for collection by the county in the same manner as
 2 delinquent general taxes upon such property are collected, under the procedures
 3 described by Section 2-2-12, "City Manager May Certify Taxes, Charges, and
 4 Assessments to County Treasurer for Collection," B.R.C. 1981.

5 (b) Administrative Procedures and Remedies:

6 (1) If the code official finds that a violation of any provision of this code or of any
 7 approval granted under this code exists, the manager, after notice and an
 8 opportunity for hearing under the procedures prescribed by Chapter 1-3, "Quasi-
 9 Judicial Hearings," B.R.C. 1981, may take any one or more of the following
 10 actions to remedy the violation:

11 (A) Impose a civil penalty according to the following schedule:

12 (i) For the first violation of the provision or approval, \$150;

13 (ii) For the second violation of the same provision or approval, \$300;

14 and

15 (iii) For the third violation of the same provision or approval, \$1,000;

16 (B) For a violation concerning the use of a residential building under a rental
 17 license, revoke such license;

18 (C) Require the filing of a declaration of use as provided in subsection (e); or

19 (D) Issue an order reasonably calculated to ensure compliance with the
 20 provisions of this code or any approval granted under this code.

21 (E) To cover the costs of investigative inspections, the city manager will
 22 assess a \$250 fee per inspection, where the city manager performs an
 23 investigative inspection to ascertain compliance with or violations of this
 24 chapter.

25 (2) Prior to the hearing, the code official may issue an order that no person shall
perform any work on any structure or land, except to correct any violation found
by the code official to exist with respect to such structure or land.

(3) If notice is given to the code official at least forty-eight hours before the time and
date set forth in the notice of hearing on any violation that the violation has been
corrected, the code official will reinspect the structure or land. If the code official
finds that the violation has been corrected, the manager may cancel the hearing.

(4) No person shall fail to comply with any action taken by the code official under
this section.

(c) Criminal Penalties. Violations of this code are punishable as provided in Section 5-2-4,
"General Penalties," B.R.C. 1981.

1 (d) Other Remedies. The city attorney may maintain an action for damages, declaratory
2 relief, specific performance, injunction, or any other appropriate relief in the District
3 Court in and for the County of Boulder for any violation of any provision of this code or
4 any approval granted under this code.

5 (e) Declaration of Use. If the code official determines that a person is using a structure in a
6 way that might mislead a reasonable person to believe that such use is a use by right or
7 otherwise authorized by this title, the code official may require such person to sign under
8 oath a declaration of use that defines the limited nature of the use and to record such
9 declaration in the office of the Boulder County Clerk and Recorder against the title to the
10 land. In addition to all other remedies and actions that the code official is authorized to
11 use under the Boulder Revised Code or other applicable federal, state, or local laws to
12 enforce the provisions of this code, the code official is authorized to withhold any
13 approval affecting such structure or land, including, without limitation, a building permit,
14 use review, site review, subdivision, floodplain development permit, or wetland permit,
15 until such time as the person submits a declaration of use that is in a form acceptable to
16 the code official.

17 ~~107.2 Form. Except in those instances where Section 308, Rubbish and Garbage, or~~
18 ~~Section 309, Pest Elimination, applies, or if a violation of Chapter 10-3, "Rental~~
19 ~~Licenses," B.R.C. 1981, is alleged, whenever the code official determines that there is or~~
20 ~~has been a violation of any provision of this code, notice shall be given of such~~
21 ~~determination to the person responsible to correct the violation. The notice shall:~~

- 22 1. ~~Be in writing.~~
- 23 2. ~~Include a description of the real estate sufficient for identification.~~
- 24 3. ~~Include a statement of the violation or violations and why the notice is being~~
25 ~~issued.~~
- 1. ~~Include a correction order allowing a reasonable time to make the repairs and~~
~~improvements required to bring the dwelling unit or structure into compliance~~
~~with the provisions of this code.~~
- 2. ~~Inform the property owner or other person responsible to correct the violation of~~
~~the right to appeal.~~
- 3. ~~Include a statement of the rights under Section 106.1(a)(6).~~

1 ~~107.3 Method of Service. Such notice shall be deemed to be properly served if a copy~~
2 ~~thereof is:~~

- 3 1. ~~Delivered personally upon the responsible person, or by leaving a copy thereof at~~
4 ~~the person's usual place of abode, with any person eighteen years of age or older~~
5 ~~and who is a member of the person's family; or at the person's usual workplace,~~
6 ~~with the person's supervisor, secretary, administrative assistant, bookkeeper,~~
7 ~~human resources representative, or managing agent; or by delivering a copy to a~~
8 ~~person authorized by appointment or by law to receive service of process;~~
9 2. ~~Sent by certified mail addressed to the owner at the last known address with~~
10 ~~return receipt requested; or~~

3. — Delivered in any other manner as prescribed by law. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

~~107.4 Unauthorized Tampering.~~ No changes.

~~107.2-107.4 Deleted~~

~~107.5 Abatement of Violation Penalties.~~ No changes

~~107.6 Transfer of Ownership.~~ Deleted.

SECTION 108
~~UNSAFE STRUCTURES AND EQUIPMENT~~ **STOP WORK ORDER**

~~108.1—108.73~~ No changes.

108.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalties as detailed in Section 107, "Violations" or \$1000 per day per violation, 90 days in jail or both.

SECTION 109
~~EMERGENCY MEASURES~~ **UNSAFE STRUCTURES AND EQUIPMENT**

~~109.1 Imminent danger.~~ When in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice bearing the words "Unsafe, Do Not Enter." It shall be unlawful for any person to enter such structure, except with the prior approval of the building official, for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

~~109.2 — 109.6~~ No changes.

~~109.2 — 109.61-109.3~~ No changes.

109.4 Notice. No Changes

1 **109.4.1 Form.** Except in those instances where Section 308, Rubbish and
2 Garbage, or Section 309, Pest Elimination, applies, or if a violation of Chapter 10-
3 3, "Rental Licenses," B.R.C. 1981, is alleged, whenever the code official
4 determines that there is or has been a violation of any provision of this code,
5 notice shall be given of such determination to the person responsible to correct the
6 violation. The notice shall:

- 7 1. Be in writing.
- 8 2. Include a description of the real estate sufficient for identification.
- 9 3. Include a statement of the violation or violations and why the notice is
10 being issued.
- 11 4. Include a correction order allowing a reasonable time to make the repairs
12 and improvements required to bring the dwelling unit or structure into
13 compliance with the provisions of this code.
- 14 5. Inform the property owner or other person responsible to correct the
15 violation of the right to appeal.
- 16 6. Include a statement of the rights under Section 1076.1(a)(6).

17 **109.4.2 Method of Service.** Such notice shall be deemed to be properly served if
18 a copy thereof is:

- 19 1. Delivered personally upon the responsible person, or by leaving a copy
20 thereof at the person's usual place of abode, with any person eighteen
21 years of age or older and who is a member of the person's family; or at the
22 person's usual workplace, with the person's supervisor, secretary,
23 administrative assistant, bookkeeper, human resources representative, or
24 managing agent; or by delivering a copy to a person authorized by
25 appointment or by law to receive service of process;
2. Sent by certified mail addressed to the owner at the last known address
with return receipt requested; or
3. Delivered in any other manner as prescribed by law. If the notice is
returned showing that the letter was not delivered, a copy thereof shall be
posted in a conspicuous place in or about the structure affected by such
notice. Service of such notice in the foregoing manner upon the owner's
agent or upon the person responsible for the structure shall constitute
service of notice upon the owner.

109.4.3 Penalties. Penalties for non-compliance with notices issued under this
section shall be as set forth in Section 107.1.

109.5 Unauthorized Tampering. No changes.

109.6 Transfer of Ownership. Deleted.

109.7 – 109.9 No Changes

SECTION 110
DEMOLITION EMERGENCY MEASURES

~~110.1 – 110.4~~ No changes.

110.1 Imminent danger. When in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice bearing the words "Unsafe, Do Not Enter." It shall be unlawful for any person to enter such structure, except with the prior approval of the building official, for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

~~110.2 – 110.6~~ No changes.

SECTION 111
MEANS OF APPEAL DEMOLITION

~~111.1 Application of Appeal.~~

- ~~(a) — Any appeal under this section shall be heard by the Board of Building Appeals established under Section 2-3-4, "Board of Building Appeals," B.R.C. 1981, unless the city manager determines, due to the nature of the issues in a particular appeal, to appoint a hearing officer under Section 1-3-5, "Hearings and Determinations," B.R.C. 1981.~~
- ~~(b) — Any person directly affected by a decision of the code official or by an order issued under this code may appeal the decision or order on the ground that:~~
 - ~~(1) — The decision or order was based on an error of fact or an erroneous interpretation of this code or the rules legally adopted thereunder;~~
 - ~~(2) — The code official has erroneously failed to approve an alternative material or method pursuant to Section 105.2 prior to its installation or use. In determining such an appeal, the board shall apply the standards of Section 105.2, but the board shall have no jurisdiction to consider if a material or method expressly prohibited by this code is an acceptable alternative; or~~
 - ~~(3) — The code official has erroneously failed to grant a modification pursuant to Section 105.1 prior to its installation. In determining such an appeal, the board or hearing officer shall apply the standards of Section 105.1.~~

~~The code official has the burden of proof under paragraph 1. The appellant has the burden of proof on appeals brought pursuant to paragraphs 2 and 3. The board or hearing officer shall determine the appeal and decide whether the code official's interpretation or~~

1 application of such code was correct or in error at a hearing under the procedures
described in Chapter 1-3, "Quasi-Judicial Hearings," B.R.C. 1981.

2 (e) — An application for appeal must be filed in writing with the city manager within fourteen
3 days after the date the decision or order was served.

4 (d) — An applicant for an appeal shall pay the fee prescribed by Section 4-20-47, "Zoning
Adjustment and Building Appeals Filing Fees," B.R.C. 1981. The fee for an appeal heard
5 by a hearing officer shall be the same as the fee for an appeal heard by the Board of
Building Appeals.

6 (e) — The city manager may apply to the Board of Building Appeals, without fee, for an
7 advisory opinion concerning alternative methods, applicability of specific requirements,
approval of equipment and materials, and granting of special permission as contemplated
in Section 105.1 or 105.2 of the Property Maintenance Code.

8 (f) — The board or hearing officer has neither authority to interpret Chapter 1 (the
9 administrative requirements) of this code, except as expressly provided in this section,
nor, because this code sets minimum standards, to waive any requirement of this code.

10 ~~111.2 Membership of Board. Deleted.~~

11 ~~111.2.1 Alternate Members. Deleted.~~

12 ~~112.2.2 Chairman. Deleted.~~

13 ~~112.2.3 Disqualification of Member. Deleted.~~

14 ~~112.2.4 Secretary. Deleted.~~

15 ~~112.2.5 Compensation of Members. Deleted.~~

16 ~~111.3 Notice of Meeting. Deleted.~~

17 ~~111.4 Open Hearing. Deleted.~~

18 ~~111.4.1 Procedure. Deleted.~~

19 ~~111.5 Postponed Hearing. Deleted.~~

20 ~~111.6 Board Decision. Deleted.~~

21 ~~111.6.1 Records and Copies. Deleted.~~

22 ~~111.6.2 Administration. Deleted.~~

23 ~~111.7 Court Review. Deleted.~~

24 ~~111.8 Stays of Enforcement. Deleted.~~

25 ~~111.9 Fees. Deleted.~~

111.1 - 111.4 No changes.

SECTION 112
STOP WORK ORDER

~~112.1 — 112. No changes.~~

~~112.4 Failure to Comply. Any person who shall continue any work after having been
served with a stop work order, except such work as that person is directed to perform to
remove a violation or unsafe condition, shall be subject to the penalties as detailed in
Section 106.1, "Violations."~~

**CHAPTER 2
DEFINITIONS**

**SECTION 201
GENERAL**

201.1—201.5 No changes.

**SECTION 202
GENERAL DEFINITIONS**

(No changes except as follows)

CODE OFFICIAL. The city manager and any city manager's delegate charged with the administration and enforcement of this code.

KITCHEN SINK. A kitchen sink shall be no smaller than twenty inches by sixteen inches, with a minimum uniform depth of six inches and a maximum uniform depth of twenty inches. Laundry tubs, lavatory basins, or bathtubs are not acceptable substitutes for required kitchen sinks.

MANUFACTURED HOME. Means a structure, transportable in sections, built on a permanent chassis and designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" includes "modular home" but does not include "recreational vehicle."

TECHNICALLY IMPRACTICAL. Alterations that are unlikely to be accomplished because existing structural conditions or site constraints prohibit practical modifications or addition of elements or features that would attain the energy efficiency requirements of Appendix C of Chapter 10-2, "Property Maintenance Code," B.R.C. 1981.

**CHAPTER 3
GENERAL REQUIREMENTS**

**SECTION 301
GENERAL**

301.1—301.3 No changes.

**SECTION 302
EXTERIOR PROPERTY AREAS**

302.1—302.3 No changes.

302.4 Weeds. Weed control is regulated and enforced under Chapter 6-2, "Weed Control," B.R.C. 1981.

1 **302.5 Rodent Harborage.** Rodent control is regulated and enforced under Chapter 6-5,
2 "Rodent Control," B.R.C. 1981.

3 **302.6—302.7** No changes.

4 **302.8 Motor Vehicles.** Motor vehicle parking and storage are regulated by Title 7,
5 "Regulation of Vehicle, Pedestrian and Parking," B.R.C. 1981.

6 **302.9 Defacement of Property.** Graffiti control is regulated and enforced under Section
7 5-4-14, "Graffiti Prohibited," B.R.C. 1981.

8 **SECTION 303**
9 **SWIMMING POOLS, SPAS AND HOT TUBS**

10 **303.1—303.2** No changes.

11 **SECTION 304**
12 **EXTERIOR STRUCTURE**

13 **304.1.-304.6** No changes.

- 14 ~~**304.2 Protective Treatments.** Deleted.~~
- 15 ~~**304.3 Premises Identification.** No changes.~~
- 16 ~~**304.4 Structural Members.** No changes.~~
- 17 ~~**304.5 Foundation Walls.** No changes.~~
- 18 ~~**304.6 Exterior Walls.** No changes.~~

19 **304.7 Roofs and Drainage.** The roof and flashing shall be sound, tight and not have
20 defects that admit water. Roof drainage shall be adequate to prevent dampness or
21 deterioration in the walls or interior portion of the structure. Roof drains, gutters and
22 downspouts shall be maintained in good repair and free from obstructions. Roof water
23 shall not be discharged in a manner that creates a public nuisance.

24 ~~**304.8-304.13 Decorative Features.** No changes.~~

25 ~~**304.9 Overhang Extensions.** All overhang extensions, including but not limited to
canopies, marquees, signs, metal awnings, fire escapes, sandpipes and exhaust ducts,
shall be maintained in good repair and be properly anchored so as to be kept in a sound
condition.~~

~~**304.10 Stairways, Decks, Porches and Balconies.** No changes.~~

~~**304.11 Chimneys and Towers.** Deleted.~~

~~**304.12 Handrails and Guards.** No changes.~~

~~**304.13 Window, skylight and Door Frames.** No changes.~~

~~**304.13.1 Glazing.** Deleted.~~

~~**304.13.2 Openable Windows.** Deleted.~~

1 **304.14 Insect Screens.** Deleted.

2 **304.15-304.16 Doors.** No changes.

3 **304.16 Basement Hatchways.** No changes.

4 **304.17 Guards for Basement Windows.** Deleted.

5 **304.18-304.19 Building Security.** ~~Doors, windows, or hatchways for dwelling units, room units, or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.~~

7 **304.19 Gates.** No changes.

8
9 **SECTION 305**
INTERIOR STRUCTURE

10 **305.1 General.** No changes.

11 **305.1.1 Potentially Unsafe Conditions.** The following conditions shall be
12 determined as unsafe and shall be repaired or replaced to comply with the City of
Boulder Residential

13 Code or the City of Boulder Existing Building Code as required for existing buildings:

- 14 1. ~~The nominal strength of any structural member is exceeded by nominal loads, the load effects, or the required strength;~~
- 15 2. ~~The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;~~
- 16 3. ~~Structures or components thereof that have reached their limit state;~~
- 17 4. ~~Structural members are incapable of supporting nominal loads and load effects;~~
- 18 5. ~~Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects;~~
- 19 6. ~~Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.~~

23 **1-5:** No changes.

24 **Exceptions: 1-2:** No changes.

- 25 1. ~~When substantiated otherwise by an approved method.~~

2. ~~Demolition of unsafe conditions shall be permitted when approved by the code official.~~

~~305.2 Structural Members. No changes.~~

~~305.3 Interior Surfaces. Deleted.~~

~~305.4 — 305.6 No changes.~~

305.2-305.6 No changes

**SECTION 306
COMPONENT SERVICEABILITY**

306.1 No changes.

306.1.1 Unsafe Conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the City of Boulder Residential Code or the City of Boulder Existing Building Code as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1. Collapse of footing or foundation system.
 - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion.
 - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil.
 - 1.4. Inadequate soil as determined by a geotechnical investigation.
 - 1.5. Where the allowable bearing capacity of the soil is in doubt.
 - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.

2. Concrete that has been subjected to any of the following conditions:
 - 2.1. Deterioration.
 - 2.2. Ultimate deformation.
 - 2.3. Fractures.
 - 2.4. Fissures.
 - 2.5. Spalling.
 - 2.6. Exposed reinforcement.
 - 2.7. Detached, dislodged or failing connections.

3. Aluminum that has been subjected to any of the following conditions:
 - 3.1. Deterioration.

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- 3.2. Corrosion.
- 3.3. Elastic deformation.
- 3.4. Ultimate deformation.
- 3.5. Stress or strain cracks.
- 3.6. Joint fatigue.
- 3.7. Detached, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:

- 4.1. Deterioration.
- 4.2. Ultimate deformation.
- 4.3. Fractures in masonry or mortar joints.
- 4.4. Fissures in masonry or mortar joints.
- 4.5. Spalling.
- 4.6. Exposed reinforcement.
- 4.7. Detached, dislodged or failing connections.

5. Steel that has been subjected to any of the following conditions:

- 5.1. Deterioration.
- 5.2. Elastic deformation.
- 5.3. Ultimate deformation.
- 5.4. Metal fatigue.
- 5.5. Detached, dislodged or failing connections.

6. Wood that has been subjected to any of the following conditions:

- 6.1. Ultimate deformation.
- 6.2. Deterioration.
- 6.3. Damage from insects, rodents and other vermin.
- 6.4. Fire damage beyond charring.
- 6.5. Significant splits and checks.
- 6.6. Horizontal shear cracks.
- 6.7. Vertical shear cracks.
- 6.8. Inadequate support.
- 6.9. Detached, dislodged or failing connections.
- 6.10. Excessive cutting and notching.

Exceptions:

- 1. Where substantiated otherwise by an approved method.
- 2. Demolition of unsafe conditions shall be permitted where approved by the code official.

**SECTION 307
HANDRAILS AND GUARDRAILS**

1 **307.1 General.** Every exterior and interior flight of stairs having four or more risers shall
2 have a handrail on one side of the stair and every open portion of a stair, landing,
3 balcony, porch, deck, ramp, or other walking surface which is more than 30 inches (762
4 mm) high above the floor or grade below shall have guards. Handrails shall not be less
5 than 30 inches (762 mm) high or more than 42 inches (1067 mm) high measured
6 vertically above the nosing of the tread or above the finished floor of the landing or
7 walking surfaces. Guards shall not be less than 30 inches (762 mm) high above the floor
8 of the landing, balcony, porch, deck or ramp, or other walking surface.

9 **Exception:** Guards shall not be required where exempted by the adopted building
10 code.

11 **307.1-307.2** No Changes

12 **307.2.1 Height.** Guards shall be not less than 30 inches (762 mm) high above the floor of
13 the landing, balcony, porch, deck, or ramp, or other walking surface.

14 **SECTION 308**
15 **RUBBISH AND GARBAGE**

16 **308.1 Accumulation of Rubbish or Garbage.** All exterior property and premises, and
17 the interior of every structure, shall be free from any accumulation of rubbish and
18 garbage as required by Chapter 6-3, "Trash, Recyclables and Compostables," B.R.C.
19 1981.

20 **308.2 Disposal of Rubbish.** Every occupant of a structure shall dispose of all rubbish in
21 a clean and sanitary manner by placing such rubbish in approved containers as required
22 by Chapter 6-3, "Trash, Recyclables and Compostables," B.R.C. 1981.

23 **308.2.1 Rubbish Storage Facilities.** Deleted.

24 **308.2.2 Refrigerators.** Deleted.

25 **308.3 Disposal of Garbage.** Every occupant of a structure shall dispose of garbage in a
clean and sanitary manner by placing such garbage in an approved garbage disposal
facility or approved garbage containers as required by Chapter 6-3, "Trash, Recyclables
and Compostables," B.R.C. 1981.

308.3.1 Garbage Facilities. Deleted.

308.3.2 Containers. Deleted.

SECTION 309
PEST ELIMINATION

309.1 Infestation. All structures shall be kept free from insect and rodent infestation. All
structures in which insects or rodents are found shall promptly have the infestation

1 eradicated by approved processes that will not be injurious to human health. After
2 eradication, proper precautions shall be taken to prevent reinfestation. Rodent control is
regulated and enforced under Chapter 6-5, "Rodent Control," B.R.C. 1981.

3 **309.2 Owner.** The owner of any structure shall be responsible for eradication within the
4 structure prior to renting or leasing the structure.

5 **309.3 Single Occupant.** The occupant of a one-family dwelling or single-tenant structure
shall be responsible for eradication on the premises.

6 **309.4 Multiple Occupancy.** The owner of a structure containing two or more dwelling
7 units, a multiple occupancy or a rooming house shall be responsible for eradication in the
8 public or shared areas of the structure and exterior property. If infestation is caused by
9 failure of an occupant to prevent such infestation in the area occupied, the occupant shall
be responsible for eradication.

10 **309.5 Occupant.** The occupant of any structure shall be responsible for the continued
rodent and pest-free condition of the structure.

11 **Exception:** Where the infestations are caused by defects in the structure, the
12 owner shall be responsible for the eradication.

13 **309.6 Preapplication Pesticide Notification.** No operator or occupant shall fail to
14 comply with the preapplication pesticide notification provisions of Section 6-10-7,
"Notification to Tenants and Employees of Indoor Application," B.R.C. 1981.

15 **SECTION 310**
16 **ACCESSIBILITY FLOODPLAIN SAFETY SIGNAGE**

17 ~~**310.1 General.** The owner and operator of every property located in the floodplain as
18 detailed in paragraph 9-3-3(a)(10), B.R.C. 1981, shall post and maintain on the exterior
of the premises at the entrance a sign approved by the code official stating that the
property is subject to flood hazard in accordance with the following:~~

- 19 ~~1. The sign shall state: "This property is located in an area subject to sudden and
20 severe flooding. In case of flood emergency, be prepared to seek high ground
immediately. For information go to www.boulderfloodinfo.net" or similar
21 language.~~
22 ~~2. The sign shall be a metal plaque with minimum 1/4 inch letters in a contrasting
color attached with nonremovable fasteners on the exterior of the structure at the
entrance.~~

23 No Changes.
24
25

**SECTION 311
STORM SHELTERS**

No Changes.

**SECTION 312
FLOODPLAIN SAFETY SIGNAGE**

312.1 General. The owner and operator of every property located in the floodplain as detailed in paragraph 9-3-3(a)(10), B.R.C. 1981, shall post and maintain on the exterior of the premises at the entrance a sign approved by the code official stating that the property is subject to flood hazard in accordance with the following:

1. The sign shall state: "This property is located in an area subject to sudden and severe flooding. In case of flood emergency, be prepared to seek high ground immediately.
2. For information go to www.boulderfloodinfo.net" or similar language. The sign shall be a metal plaque with minimum ¼ inch letters in a contrasting color attached with nonremovable fasteners on the exterior of the structure at the entrance.

**CHAPTER 4
LIGHT, VENTILATIONS AND OCCUPANCY LIMITATIONS**

**SECTION 401
GENERAL**

401.1—401.3 No changes.

**SECTION 402
LIGHT**

402.1—402.3 No changes.

**SECTION 403
VENTILATION**

403.1 Habitable Spaces. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

Exceptions:

1. Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining

1 room shall be at least 8 percent of the floor area of the interior
2 room or space, but not less than 25 square feet (2.33 m). The
3 ventilation openings to the outdoors shall be based on a total floor
4 area being ventilated.

- 5 2. In R-3 occupancies, the glazed area need not be openable, where
6 the opening is not required to be an emergency escape and rescue
7 opening, and an approved mechanical ventilation system capable
8 of producing 0.35 air changes per hour in the room is provided.

9 **403.2 Bathrooms and Toilet Rooms.** Deleted No changes.

10 **403.3 Cooking Facilities.** Deleted.

11 **403.4 Process Ventilation.** Deleted.

12 **403.5 Clothes Dryer Exhaust.** No changes.

13 **SECTION 404**
14 **OCCUPANCY LIMITATIONS**

15 **404.1—404.7** No changes.

16 **CHAPTER 5**
17 **PLUMBING FACILITIES AND FIXTURE REQUIREMENTS**

18 No changes.

19 **CHAPTER 6**
20 **MECHANICAL AND ELECTRICAL REQUIREMENTS**
21 **SECTION 601**

22 No changes.

23 **SECTION 602**
24 **HEATING FACILITIES**

25 **602.1 Facilities Required.** No changes.

602.2 Residential Occupancies. Deleted.

602.3 Heat Supply. Interior space intended for human occupancy shall have active or passive space-heating systems capable of maintaining a minimum indoor temperature of 68°F (20°C). No portable space heaters shall be used to achieve compliance with this section.

1 **602.4 Occupiable Work Spaces.** Deleted.

2 **602.5 Room Temperature Measurement.** No changes.

3
4 **SECTION 603**
MECHANICAL EQUIPMENT

5 **603.1—603.6** No changes.

6 **SECTION 604**
7 **ELECTRICAL FACILITIES**

8 **604.1—604.3.2.1** No changes.

9 **SECTION 605**
10 **ELECTRICAL EQUIPMENT**

11 **605.1—605.2** No changes.

12 **605.2.1 Non-grounding type electrical receptacles (two-prong receptacles).** Where
13 attachment to an equipment grounding conductor (two-wire circuits) does not exist in the
14 receptacle enclosure, the installation shall comply with subsections 1, 2 or 3 below:

- 15 1. A two-prong receptacle shall be permitted to be replaced with another two-prong
16 receptacle.
- 17 2. A two-prong receptacle may be replaced with a ground-fault circuit interrupter-
18 type (GFCI) three-prong receptacle. These receptacles shall be marked "No
19 Equipment Ground." An equipment grounding conductor shall not be connected
20 from the GFCI-type receptacle to any outlet supplied from the GFCI-type
21 receptacle.
- 22 3. A two-prong receptacle may be replaced with a three-prong, grounding-type
23 receptacle where supplied through a GFCI device. Three-prong, grounding-type
24 receptacles, supplied through the GFCI shall be marked "GFCI Protected" and
25 "No Equipment Ground." An equipment grounding conductor shall not be
connected between the grounding-type receptacles.

22 **605.3 Luminaires.** No changes.

23 **605.4 Wiring.** No changes.

24 **605.5 Branch Circuits in Buildings With More Than One Occupancy.** Each occupant
25 shall have ready access to all circuit breakers protecting the conductors supplying that
occupancy.

1 **605.6 Flexible Cord Uses Not Permitted.** Flexible cords and cables shall not be used:

- 2 1. As a substitute for the fixed wiring of the structure.
- 3 2. Where run through holes in walls, structural ceilings, suspended ceilings, dropped
- 4 ceilings, or floors.
- 5 3. Where run through doorways, windows, or similar openings.

6 **SECTION 606**
ELEVATORS, ESCALATORS AND DUMBWAITERS

7 **606.1 General.** Elevators, dumbwaiters and escalators shall be maintained in compliance
 8 with ASME A17.1. The most current certificate of inspection shall be on display at all
 9 times within the elevator or attached to the escalator or dumbwaiter, be available for
 10 public inspection in the office of the building operator or be posted in a publicly
 11 conspicuous location approved by the State of Colorado. The inspection and tests shall be
 12 performed at not less than the periodic intervals as required by the State of Colorado.

11 **606.2 Elevators.** No changes.

12 **606.3 Private residence elevators.** No changes

13 **SECTION 607**
DUCT SYSTEMS

14 ~~**607.1 General.**~~ No changes.

15 **CHAPTER 7**
FIRE SAFETY REQUIREMENTS

16 **SECTIONS 701—703**

17 No changes.

18 **SECTION 704**
FIRE PROTECTION SYSTEMS

19 **704.1—704.7** No Changes.

20 **704.8 Smoke Alarm Inspections.** Smoke alarm inspections shall be conducted by the
 21 property owner or agent as detailed below:

- 22 1. Smoke alarms that receive their primary power from the building wiring
- 23 shall be
- 24 checked for good operating condition once each year and if supplied with
- 25

battery backup, the battery shall be replaced as necessary for proper function of the smoke alarm.

- 2. Battery-powered smoke alarms shall be tested for proper function on an annual basis. Batteries shall be replaced as necessary for proper function of the smoke alarm.

704.9 Residential Rental Smoke Alarms. In R-occupancies governed by Chapter 10-3, "Rental Licenses," B.R.C. 1981, smoke alarms shall be installed and inspected as required in this section.

704.10 Fire Alarms. Fire alarms in existing residential structures shall be installed in accordance with Chapter 10-8, Section 907-3, "Fire Code," B.R.C. 1981.

**SECTION 705
CARBON MONOXIDE ALARMS**

705.1—705.2 No changes.

705.3 General. Carbon monoxide alarms shall be installed in existing residential structures in accordance with Colorado state law, including Title 38, Article 45, Carbon Monoxide Alarms, C.R.S.

705.4 Carbon Monoxide Alarms. Carbon monoxide alarms shall be installed in existing dwellings and rented single- and multi-family dwellings that have fuel fired heaters, appliances, or fireplaces, or attached garages based on the following:

- 1. Alarms must be installed within 15' of the entrance to each sleeping area and must be wired to AC power, connected to an electrical panel, plugged into an electrical outlet without a switch or, if battery operated, attached to the wall or ceiling per the manufacturer's installation instructions and in accordance with Chapter 10-8, Section 915, "Fire Code," B.R.C. 1981, ~~with National Fire Protection Association 70.~~
- 2. Alarms must be installed in existing rental dwellings upon change of tenant occupancy after July 1, 2009.
- 3. Alarms must be installed in all newly constructed or renovated single-family and multi-family rental units.
- 4. Alarms may be installed within 25' of any fuel-fired heater or appliance, fireplace, or garage entrance in a multi-family dwelling used for rental purposes ONLY if the multi-family dwelling is equipped with a centralized alarm system or other mechanism that allows a responsible person to hear the alarm at all times (commercially monitored system).
- 5. Rental owners are responsible for replacing nonfunctioning carbon monoxide alarms upon written request of the tenant or when the unit is being vacated and re-rented.

- 6. Carbon monoxide detectors shall not be disarmed, removed or have the batteries removed to make them inoperable.

705.5 Carbon Monoxide Alarm Inspections. Carbon monoxide alarm inspections shall be conducted by the property owner or agent as detailed below:

- 1. Carbon monoxide alarms that receive their primary power from the building wiring shall be checked for good operating condition once each year and supplied with battery backup. The battery shall be replaced as necessary for proper function of the carbon monoxide alarm.
- 2. Battery-powered carbon monoxide alarms shall be tested for proper function on an annual basis. Batteries shall be replaced as necessary for proper function of the carbon monoxide alarm.

**SECTION 706
PORTABLE FIRE EXTINGUISHERS**

706.1 Where Required. Portable fire extinguishers shall be installed as required by the City of Boulder Fire Code Section 906.

706.1.1 In new and existing R-1, R-2 and R-4 occupancies, portable fire extinguishers need only be installed when interior corridors and common areas exist in accordance with Section 906.1 and table 906.3(2) for light (low) hazard occupancies and Sections 906.3 through 906.9.

**APPENDIX A
BOARDING STANDARD**

A101—A104 No changes.

**APPENDIX B
RENTAL HOUSING INSPECTION AND LICENSING**

B101 Scope. Appendix B sets standards for administering the rental housing maintenance, inspection and licensing process.

B102 Rental Licenses. Residential rental licenses are applied for and renewed in accordance with Chapter 10-3, "Rental Licenses," B.R.C. 1981.

B103 Inspections. Rental inspections shall be performed and certified by licensed contractors as detailed in Chapter 4-4, "Building Contractor License," B.R.C. 1981.

**APPENDIX C
ENERGY EFFICIENCY REQUIREMENT
EXISTING RESIDENTIAL RENTAL STRUCTURES
ENERGY CONSERVATION**

1 **C101 SCOPE**

2 **C101.1 Scope.** Appendix C sets standards for residential rental dwelling unit energy
 3 efficiency. Effective January 2, 2019, the energy efficiency requirements of this section
 4 shall apply to all residential rental dwelling units licensed according to Chapter 10-3,
 "Rental Licenses," B.R.C. 1981, except:

- 5 1. Buildings that can be verified as meeting or exceeding the energy
 6 efficiency requirements of the Energy Conservation Code, Chapter 10-7,
 B.R.C. 1981; and
- 7 2. Any manufactured home; and
- 8 3. Attached accessory dwelling units as detailed in Section 9-6-3, "Specific
 Use Standards Residential Uses," B.R.C. 1981.

9 **C101.2 Compliance.** The energy efficiency of existing residential rental dwelling units
 10 must comply with Section C101.2.1 for performance-based energy efficiency
 requirements or Section C101.2.2 for prescriptive-based energy efficiency requirements.
 The code official may grant exceptions as follows:

- 11 1. Innovative Materials: Buildings achieving equivalent energy efficiency
 12 performance through the use of innovative materials, methods and/or
 13 equipment in accordance with Section 105 of this code as an alternative to
 14 the performance and prescriptive methods. The code official shall
 determine the relative values and effectiveness of innovative materials,
 methods and/or equipment in satisfying the intent and purpose of this
 code.
- 15 2. Historic Buildings: Reasonable modifications in the award of prescriptive
 16 and performance points of this appendix upon a finding by the code
 17 official that the application of this section requires an exterior alteration to
 an individual landmark or a contributing building within a historic district
 established under Chapter 9-11, "Historic Preservation," B.R.C. 1981, that
 would not be eligible for a landmark certificate.
- 18 3. Affordable Housing: Rental dwelling units meeting the requirements for a
 19 permanently affordable unit as follows:
 - 20 a. Units weatherized according to state or federal subsidy program
 standards after September 1994.
 - 21 b. Units eligible for weatherization according to state or federal
 22 subsidy program standards that have applied for weatherization
 service: an exception for one rental license cycle, to reach
 23 compliance. The code official may approve additional time to
 achieve compliance if one rental license cycle is not adequate.
 - 24 c. Units not qualifying for weatherization according to state or
 25 federal subsidy programs: an exception for one rental license cycle
 to achieve compliance. The code official may approve additional
 time to achieve compliance if one rental license cycle is not
 adequate.

- 1
- 2 4. Technically Impractical: For buildings where energy efficiency upgrades
- 3 are technically impractical in accordance with IPMC Section 105.1,
- 4 owners shall demonstrate equivalent code compliance as follows:
- 5
- 6 a. Except as provided below, owners shall make the energy efficiency
- 7 improvements that are practical and shall pay, for each rental
- 8 license cycle an energy impact offset fee established in Section 4-
- 9 20-18, "Rental License Fee," B.R.C 1981, to the city's energy
- 10 impact offset fund.
- 11 b. If the building is the subject of an application for concept review,
- 12 site review, or a demolition permit, and the application shows that
- 13 the building will be demolished or substantially remodeled within
- 14 the next licensing period, the owner need not make energy
- 15 efficiency improvements, but must pay, for each rental license
- 16 cycle, the energy impact offset fee established in Section 4-20-18,
- 17 "Rental License Fee," B.R.C. 1981.
- 18 c. The energy impact offset fee required under this section will be
- 19 approximately equivalent to the energy offsets that would have
- 20 been achieved through the energy efficiency requirements that
- 21 have been waived as a modification pursuant this Paragraph 4 of
- 22 Section C101.2. and IPMC Section 105.1. The fee will be imposed
- 23 per SmartRegs point waived that is otherwise required under IPMC
- 24 Section C101.2.2. The city manager shall create and maintain an
- 25 energy impact offset fund for the receipt and management of the
- energy impact offset fee. Monies received in that fund must be
- used solely to promote or facilitate reduction in greenhouse gas
- emissions or otherwise directly offset the effects of greenhouse gas
- emission and for the costs of administering programs consistent
- with these purposes. Possible uses of the fund may include but are
- not limited to energy efficiency and renewable energy programs
- and projects, such as programs installing or facilitating the
- installation of rooftop solar and other measures that have
- demonstrable carbon reduction benefits. For accounting purposes,
- the monies received in the fund shall be held in a separate account
- established for the purposes of this fund.

21 **C101.2.1 Performance energy efficiency option.** Existing residential rental structures

22 shall demonstrate energy efficiency compliance by obtaining a minimum Home Energy

23 Rating System (HERS) index of 120 per rental dwelling unit. A HERS index shall be

24 determined by a rater accredited by the Residential Energy Services Network (RESNET).

25 For multi-dwelling rental structures, a HERS index sampling protocol authorized and

approved by the code official may be utilized.

C101.2.2 Prescriptive energy efficiency option. The energy efficiency of residential

structures shall be determined by an energy efficiency inspection score of 100 points as

documented on table C101.2. The applicant shall provide an energy efficiency

1 compliance certificate signed by a licensed and approved contractor per Subsection 4-4-
 2 4(g), "Building Contractor License," and Section 4-4-5, "License Application and
 3 Qualifications," B.R.C. 1981.

4 **Table 101.2**
SmartRegs Prescriptive Pathway

5 Need 100 Total Points + Mandatory Water Conservation Measures

6 **WALLS**

<i>R-VALUE BASE</i>	<i>FINAL</i>			
	<i>25%</i>	<i>50%</i>	<i>75%</i>	<i>100%</i>
No Insulation	0	0	0	0
R-3 Continuous (must be at least R-3)	3	6	9	12
R-5 Continuous	4	8	12	15
R-13 or Uninsulated Basement Wall	5	10	15	20
R-19 or Better	5	11	16	21
Shared Wall or Insulated Basement Wall	6	13	19	26

17 **WINDOWS/FENESTRATIONS**

<i>TYPE BASE</i>	<i>FINAL</i>			
	<i>25%</i>	<i>50%</i>	<i>75%</i>	<i>100%</i>
Single Metal (1.2 U-Value)	0	0	0	0
Single Non-Metal ¹ (.95 U-Value)	0	1	1	2
Double Metal (.8 U-Value)	1	2	3	4
Double Non-Metal ¹ (.55 U-Value)	2	3	5	6

0.35 U-Value ¹	3	7	10	13
0.30 U-Value	3	7	10	14
0.25 U-Value or Better	4	7	11	14

¹ Historically designated properties and properties older than 50 years with wooden window frames that rehabilitate and install storm panels will receive credit at the 0.35 U-Value level.

ATTIC

<i>TYPE BASE</i>	<i>FINAL</i>			
	<i>25%</i>	<i>50%</i>	<i>75%</i>	<i>100%</i>
No Insulation	0	0	0	0
R-19	6	12	18	24
R-30	6	13	19	26
R-38 or Better	7	13	20	26
Shared Ceilings	7	14	20	27

INFILTRATION

<i>nACH BASE</i>	<i>FINAL POINTS</i>
1.20 nACH or Less	2
0.75 nACH	4
0.50 nACH	6
0.35 nACH or Less (ventilate per ASHRAE 62.2)	7

SLAB ON GRADE

<i>TYPE</i>	<i>25%</i>	<i>50%</i>	<i>75%</i>	<i>100%</i>
Slab Edge: R-0	2	3	5	6
Slab Edge: R-5	2	4	5	7
Slab Edge: R-10 or Better	2	4	6	8
Slab Edge R-10 plus Under Slab: R-10 or Better	3	6	8	11
<i>BELOW GRADE SLAB (Basement Slab)</i>				
Basement Slab	2	4	6	8
<i>FOUNDATION WALLS (Crawlspace)</i>				
R-0	0	0	0	0
R-2	2	3	5	6
R-11	2	4	6	8
R-19 or Better	2	5	7	9
<i>FLOOR</i> <i>(Only Available if No Ducts or HVAC Equipment are Located in Uninsulated Crawlspace Below Floor)</i>				
Floor Over Crawl: R-0	0	0	0	0
Floor Over Crawl: R-13	3	5	8	11
Floor Over Crawl: R-25	3	6	9	12
Floor Over Crawl: R-38 or Better	4	7	11	14
Shared Floor	4	8	11	15

SLAB/FOUNDATION Base: Final:

DUCT LEAKAGE

<i>CFM per 100 SF BASE</i>	<i>FINAL POINTS</i>
80 cfm @ 25 Pa	0
60 cfm @ 25 Pa	4
40 cfm @ 25 Pa	9
20 cfm @ 25 Pa	14
10 cfm @ 25 Pa or Less or no ducts (radiant)	17

DUCTS/RADIANT

<i>LOCATION/INSULATION BASE</i>	<i>FINAL</i>				
	<i>25%</i>	<i>50%</i>	<i>75%</i>	<i>100%</i>	
Uninsulated Ducts (In Unconditioned Space)	0	0	0	0	
Ducts Insulated to at Least R-4 (In Unconditioned Space)	1	3	4	6	
Radiant Heat or Ducts Entirely Within Conditioned Space	2	3	5	7	

HEATING

<i>SPECIFICATION BASE</i>	<i>FINAL POINTS</i>
Electric, Oil or ASHP	0
Gas 65 AFUE or worse	0
Gas 80 AFUE	13
Gas 90 AFUE	17
Gas 96 AFUE	19

1	GSHP (COP 3.3)	29
2	GSHP (COP 4.1)	38
3	GSHP (COP 4.8)	43

COOLING

<i>SPECIFICATION BASE</i>	<i>FINAL POINTS</i>
10 SEER or worse	0
13 SEER	4
15 SEER/Evaporative Cooler/no A/C	6
17 SEER	7
19 SEER/Indirect Evaporative Cooler	8
GSHP (>EER 13.5)	4

FANS

<i>SPECIFICATION BASE</i>	<i>FINAL POINTS</i>
Whole House Fan (In Addition to Cooling Points)	2

LIGHTING

<i>HIGH-EFFICIENCY LIGHTING POINTS (solar tubes/light tunnels counted as light fixtures)</i>	<i>FINAL POINTS</i>
0%	0
25%	2
50%	4
75%	6
100%	7

HOT WATER

<i>SPECIFICATION BASE</i>	<i>FINAL POINTS</i>
Electric, Oil, or Heat Pump	0
Gas 56 EF	0
Gas 60 EF	1
Gas 64 EF	2
Gas Tankless 82 EF or Better	6
Gas Boiler Side Arm (65 AFUE Boiler)	0
Gas Boiler Side Arm (80 AFUE Boiler)	3
Gas Boiler Side Arm (95 AFUE Boiler)	5

REFRIGERATION

<i>SPECIFICATION BASE</i>	<i>FINAL POINTS</i>
750 kWh	0
650 kWh	2
450 kWh	3
350 kWh or Better	4

SOLAR THERMAL

<i>SPECIFICATION BASE</i>	<i>FINAL POINTS</i>
Points per 20 sq. ft. of collector surface area	8

PV (includes power purchase agreements and solar leases) or verified subscription in a Community Solar Garden.²

²Must earn 70 prescriptive pathway points in other categories to be eligible to earn PV Points.

<i>kW BASE</i>	<i>FINAL POINTS</i>
Points per kW	44

OCCUPANT

<i>MEASURE BASE</i>	<i>FINAL POINTS</i>
Sub-Metering: Real Time Energy Monitoring Device	1
Programmable Thermostat	1
Provide Operation/Training Manual	1
Tenant Attends Energy Conservation Class	1

OTHER

<i>MEASURE BASE</i>	<i>FINAL POINTS</i>
Heat Pump Desuperheater	1
Electrically Commutated Motor ("ECM")	3
Passive Solar Design	Discretionary - approved by City of Boulder
Innovative Practice	Discretionary - approved by City of Boulder

MANDATORY WATER CONSERVATION

Must Earn Two Points Regardless of Whether Performance or Prescriptive SmartRegs Pathway is Chosen.

<i>WATER CONSERVATION MEASURE³</i>	<i>POINTS PER FIXTURE</i>
Low flow showerhead ⁵	1
Low flow lavatory faucets ⁴	1

1	Self-closing faucet valves	1
2	High-efficiency or dual-flush toilet ⁶	2
3		
4	ENERGY STAR washing machine	2
5	ENERGY STAR dishwasher	2

³ Points earned in this category do not count towards prescriptive ~~100-point~~100-point requirement.

⁴ The average flow rate for all bathroom faucets must be less than or equal to 1.5 gallons per minute (gpm).

⁵ The average flow rate for all shower heads must be less than or equal to 2.0 gpm.

⁶ The average flow rate for all toilets, including dual-flush toilets, must be less than or equal to 1.28 gpf (gallons per flush). A common dual-flush toilet has a 1.6 gpf and a 0.8 gpf. This makes an average of 1.2, which would qualify.

Definitions of acronyms:

R-value: A measure of thermal resistance used to describe insulation. The bigger the number, the better the insulation's effectiveness.

U-value: The overall heat transfer coefficient, describes how well a building element conducts heat. U-value is the inverse of R-value. The lower the U-value, the better.

nACH: Natural air changes per hour.

HVAC: Heating, Ventilating and Air Conditioning.

cfm: Cubic feet per minute.

Pa: Pascal; a measure of force per unit area.

ASHP: Air source heat pump.

AFUE: Annual fuel utilization efficiency; the most widely used measure of a furnace's heating efficiency.

GSHP: Ground source heat pump.

COP: Coefficient of performance of a heat pump is the ratio of the change in heat at the "output" (the heat reservoir of interest) to the supplied work.

SEER: Seasonal energy efficiency ratio; used to measure the efficiency of air conditioners.

EF: Energy factor is the ratio of useful energy output from the water heater to the total amount of energy delivered to the water heater. The higher the EF is, the more efficient the water heater.

kWh: Kilowatt hour; a unit of energy equal to ~~1,000-watt~~1,000-watt hours.

kW: Kilowatt.

C101.3 Administration and enforcement. Administration and enforcement of these measures shall be as detailed in Part 2 of this code.

1 Section 4. Section 10-5-1, "Legislative Intent," B.R.C. 1981, is amended to read as
 2 follows:

3 **10-5-1. Legislative Intent.**

4 The purpose of this chapter is to protect the public health and safety by regulating the
 5 construction, alteration, repair, wrecking, and moving of structures in the city. The city council
 6 hereby adopts the ~~2018~~2024 edition of the *International Building Code* with certain amendments
 7 and deletions thereto found to be in the best interests of the residents of the city.

8 Section 5. Section 10-5-2, "Adoption of International Building Code With
 9 Modifications," B.R.C. 1981, is amended to read as follows:

10 **10-5-2. Adoption of International Building Code With Modifications.**

11 (a) The ~~2018~~2024 edition of the *International Building Code* of the International Code
 12 Council is hereby adopted by reference as the City of Boulder Building Code and has the
 13 same force and effect as though fully set forth in this chapter, except as specifically
 14 amended by the provisions of this chapter.

15 (b) The appendix chapters E "SUPPLEMENTARY ACCESSIBILITY REQUIREMENTS",
 16 I, "PATIO COVERS," J, "GRADING," and K, "ADMINISTRATIVE PROVISIONS,"
 17 and sections contained therein are adopted.

18 (c) Section 101.1, "Title," is repealed and reenacted to read:

19 **101.1 Title.** These regulations shall be known as the Building Code of the City of
 20 Boulder or building code, hereinafter referred to as "this code." Where other codes are
 21 referenced in this code, those code provisions shall not apply unless otherwise adopted by
 22 the City of Boulder. Where reference is made anywhere in this code to the "Department"
 23 or "Department of Building Safety," it shall have the same meaning as the "Division of
 24 Building Safety." Where reference is made anywhere in this code to the "International
 25 Energy Conservation Code," it shall have the same meaning as the "City of Boulder
 Energy Conservation Code."

(d) Section 101.4, "Referenced codes," is repealed and reenacted to read:

Chapter 1, "Administration," in this code shall also apply and serve as Chapter 1,
 "Administration," in the following codes: Chapter 10-2, "International Property
 Maintenance Code"; Chapter 10-5.5, "International Residential Code"; Chapter 10-5.6,
 "International Existing Building Code"; Chapter 10-7, "City of Boulder Energy
 Conservation Code"; Chapter 10-8.5, "International Wildland-Urban Interface Code";
 Chapter 10-9, "International Mechanical Code"; Chapter 10-9.5, "International Fuel Gas
 Code"; Chapter 10-10, "International Plumbing Code," B.R.C. 1981. Where
 administrative provisions are expressly adopted, or adopted in an altered form, for use in

1 those chapters, they shall supersede any conflicting provisions of the administrative
2 provisions of this chapter.

3 The other codes listed in Sections 101.4.1 through 101.4.7 and referenced elsewhere in
4 this code shall be considered as part of the requirements of this code as applicable.

5 (e) Section 102.6, "Existing structures," is amended by addition of the following:

6 Existing structures and their systems, equipment, devices, installations, and safeguards
7 shall be maintained in proper operating conditions in accordance with the original design
8 and in a safe and sanitary condition. Structures, their systems, equipment, devices,
9 installations, and safeguards required by this code shall be maintained in compliance with
10 the code in effect when they were installed. The owner or the owner's designated agent
11 shall be responsible for the maintenance of the structures, their systems, equipment,
12 devices, installations, and safeguards. To determine compliance with this provision, the
13 city manager shall have authority to require a structure, equipment, system, device,
14 installations, or safeguards to be reinspected.

15 (f) Section 103, "~~Department of Building Safety~~Code Compliance Agency," is repealed and
16 reenacted to read:

17 **103 Division of Building Safety Code Compliance Agency.**

18 ~~Division of Building Safety Code Compliance Agency~~ means the administrative unit
19 established by the city manager or the manager's delegates, and the personnel assigned to
20 the unit by the manager.

21 (g) Section 104.8, "Liability," is repealed and reenacted to read:

22 **104.8 Liability.**

23 No employee of the cCity who enforces, attempts to enforce, or is authorized to enforce
24 this code renders him or herself or the City liable to third parties for any damage or injury
25 to the person or property of such third parties as a result of the enforcement or
nonenforcement of this code. The cCity assumes no duty of care by virtue of the adoption
of this code. No person is justified in relying upon the approval of a plan, the results of an
inspection, or the issuance of a certificate of inspection or occupancy, and such
approvals, inspections, and certificates are not a guarantee that the plan or work so
approved, inspected, or certificated in fact complies with all the requirements of this
code. It is the duty of the person owning, controlling, or constructing any building or
structure to ensure that the work is done in accordance with the requirements of this code,
and it is such persons and not the cCity who are responsible for damages caused by
negligent breach of such duty.

(h) ~~Subsection 104.10.1, "Flood hazard areas," is repealed.~~

1 (h) A new Section 104.12 is added to read:

2 **104.12 - Compliance with Federal and State Legislation.**

3 The building official may modify for individual cases the provisions of this code to allow
4 a design, installation, or construction not in compliance with the provisions of this code,
5 if otherwise the provisions of this code would result in a violation of federal or state
6 legislation, including but not limited to the Federal Fair Housing Act or the Americans
7 with Disabilities Act, and the modification would be the minimum modification that
8 provides relief.

9 ...
10 (j) Section 105.2, "Work exempt from permit," is repealed and reenacted to read:

11 **105.2 Work exempt from permit.** Exemptions from the building permit requirements of
12 this code do not grant authorization for any work to be done in violation of the
13 requirements of this code or any other laws or ordinances of the cCity. Building permits
14 shall not be required for the following:

15 General:

- 16 1. One-story detached nonconditioned buildings accessory to a residential
17 structure and not more than ~~12080~~ square feet in area or ten feet in height
18 and not being served by any electrical, mechanical, or plumbing fixtures
19 or systems.
- 20 2. Fences not over 7 feet (2,134 mm) high.
- 21 3. Retaining walls which are not over 3 feet in height measured from the
22 bottom of the footing to the top of the wall, unless supporting a surcharge
23 or impounding Class I, II, or III-A flammable liquids.
- 24 4. Sidewalks and driveways not more than thirty inches above grade and not
25 over any basement or story below and which are not part of an accessible
route.
5. Painting, papering, tiling, carpeting, cabinets, countertops, and similar
finish work.
6. Temporary motion picture, television, and theater stage sets and scenery.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy which
are less than 24 inches deep, do not exceed 5,000 gallons, and are installed
entirely above ground.
8. Shade cloth structures constructed for nursery or agricultural purposes and
not including service systems.
9. Swings and other playground equipment on private property or in a
Common Interest Community as that is defined in C.R.S. Section 38-33.3-
101, et seq. The equipment shall be in compliance with the consumer
product safety commission guidance. ~~Swings and other playground~~
equipment accessory to detached one- and two-family dwellings.

- 10. Window awnings in Group R and Group U occupancies supported entirely by an exterior wall and which do not project more than 54 inches from the exterior wall.
- 11. Moveable cases, counters and partitions not over 5 feet 9 inches in height.
- 12. Decks accessory to single-family homes or townhomes, not exceeding 200 square feet in area, that are not more than 30 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4 of the IRC.
- ~~12. Replacement of windows in low-rise residential buildings that are three stories or less in height. Decks are~~
- ~~13. Replacement of exterior siding on low-rise residential buildings that are three stories or less in height.~~
- ~~14. Building energy efficiency components that (a) are required as part of a city energy efficiency program; (b) do not include any electrical, heating, ventilation, and air conditioning equipment, solar photovoltaic and solar hot water heating systems; and (c) are inspected by a HERS rater (a Home Energy Rating System rater certified through Residential Energy Services Network) or a city licensed energy inspector as defined in Chapter 4-4, "Building Contractor License," B.R.C. 1981.~~

Electrical:

Minor repair and maintenance work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles, radio and television transmitting stations, temporary testing systems for the testing or servicing of electrical systems or apparatus and those items in Article 90.2 (B) of the electrical code.

Gas:

- 1. Portable heating appliances.
- 2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

- 1. Portable heating appliance, portable cooling unit, portable evaporative cooler, or portable ventilation equipment.
- 2. Steam, hot, or chilled water piping within any heating or cooling equipment regulated by this code.
- 3. Replacement of any part which does not alter an approval or listing or make any appliance or equipment unsafe.
- 4. Self-contained refrigeration system containing ten pounds (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

1 Plumbing:

- 2 1. The stopping of leaks in drains, water, soil, waste, or vent pipe; provided,
- 3 however, that if any concealed trap, drain pipe, water, soil, waste, or vent
- 4 pipe becomes defective and it becomes necessary to remove and replace
- 5 the same with new material, such work shall be considered as new work
- 6 and a permit shall be obtained and inspection made as provided in this
- 7 code.
- 8 2. The clearing of stoppages or the repairing of leaks in pipes, valves, or
- 9 fixtures, and the replacement of water closets, provided such repairs do
- 10 not involve or require the replacement or rearrangement of valves or pipes.

11 (k) A paragraph is added to Section 105.3.1, "Action on application," to read:

12 No building permit shall be issued until approved by every department of the city or
13 Boulder County that has applicable regulations, including, without limitation, the
14 following departments: building, flood control, utilities, wastewater, health, fire,
15 engineering, zoning, planning, parks, and city clerk.

16 (l) Section 105.3.2, "Time limitation of application," is repealed and reenacted to read:

17 **105.3.2 Time limitation of application.** An application for a permit for any proposed
18 work shall be deemed to have been abandoned 180 days after the date of filing, unless
19 such application has been pursued in good ~~faith~~faith, or a permit has been issued; except
20 that the building official is authorized to grant one or more extensions of time for
21 additional periods not exceeding 180 days each. The extension shall be requested in
22 writing before the expiration date and justifiable cause demonstrated.

23 (m) Section 105.5, "Expiration," is repealed and reenacted to read:

24 **105.5 Expiration.** Every permit issued shall become invalid unless the work on the site
25 authorized by such permit is commenced within one hundred eighty days after its
issuance, or if the work authorized on the site by such permit is suspended or abandoned
for a period of one hundred eighty days after the time the work is commenced. The
building official is authorized to grant in writing one or more extensions of time for
periods not more than one hundred eighty days each. The extension shall be requested in
writing and justifiable cause demonstrated. Every permit issued by the building official
under the provisions of this code shall expire by limitation and become null and void if
the building or work authorized by such permit is not completed and approved for
occupancy within three years from the date the permit was issued. The permit fee for
renewals may be prorated based on the amount of work completed and approved under
the previous permit.

(n) Section 107.1, "General," is repealed and reenacted to read:

1 **107.1 General.** An applicant for a building permit shall submit, in digital format, submit
2 a minimum of two sets of plans and specifications with each application when required
3 by the building official for enforcement of any provisions of this code. Where special
4 conditions exist, the building official is authorized to require additional construction
5 documents to be prepared by a registered design professional for any work.

6 (1) A professional engineer or architect registered in the State of Colorado shall
7 prepare the plans and specifications for and observe the construction of all
8 buildings except for the following:

- 9 (a) Detached dwellings intended solely for private use, occupancy, or resale,
10 including accessory buildings commonly associated with the same;
- 11 (b) Farm buildings and buildings for the marketing, storage, or processing of
12 farm products;
- 13 (c) Minor additions, alterations, or repairs to the foregoing buildings that do
14 not cause the completed buildings to exceed the applicable limitations
15 herein set forth; or
- 16 (d) Nonstructural alterations of any nature to any building if such alterations
17 do not affect the safety of the building.

18 (2) Drawings and specifications for footings and foundations shall bear the seal and
19 signature of a professional engineer registered in Colorado or an architect licensed
20 in Colorado and be designed as specified in Chapter 18 of the building code for
21 all occupancies.

22 Exceptions:

- 23 (a) Detached structures not intended for human occupancy;
- 24 (b) Additions to existing detached dwellings not exceeding 200450
25 square feet where the existing foundation is found to be performing
adequately without evidence of excessive settling or heaving.

(o) Section 107.3.2, "Previous approvals," is amended to read:

107.3.2 Previous approvals. This code shall not require changes in the construction
documents, construction or designated occupancy of a structure for which a lawful permit
has heretofore been issued or otherwise lawfully authorized, and the constraints of which
have been pursued in good faith within one hundred eighty days after the effective date of
this code and has not been abandoned. No person shall fail to comply with all of the
conditions of such a building permit and the provisions of the building code under which
such building permit has been issued.

(p) Section 109.3, "Building permit valuations," is repealed and reenacted to read:

109.3 Building permit valuation. The valuation for buildings shall be as set forth in
Subsections 4-20-4(d) and (e), B.R.C. 1981.

1 (q) Section 113, "~~Means Board~~ of Appeals," is repealed and reenacted to read:

2 **113 Appeals and advisory opinions.**

- 3
- 4 (a) Any appeal under this section shall be heard by the Board of Building Appeals
5 established under Section 2-3-4, "Board of Building Appeals," B.R.C. 1981,
6 unless the city manager determines, due to the nature of the issues in a particular
7 appeal, to appoint a hearing officer under Section 1-3-5, "Hearings and
8 Determinations," B.R.C. 1981.
- 9 (b) A person refused a building permit or refused approval of work done under a
10 permit on the grounds that the proposed or completed construction fails to comply
11 with this code or any other city building code other than the fire code may appeal
12 the decision on the ground that:
- 13 (1) The denial was based on an error in fact or an erroneous interpretation of
14 such code by the Building Official ~~city manager~~;
- 15 (2) The Building Official ~~manager~~ has erroneously failed to approve an
16 alternate material or method pursuant to Section 104.2.311 prior to its
17 installation or use. In determining such an appeal, the board or hearing
18 officer shall apply the standards of Section 104.2.311, but the board or
19 hearing officer shall have no jurisdiction to consider if a material or
20 method expressly prohibited by this code is an acceptable alternative;
- 21 (3) The Building Official ~~manager~~ has erroneously failed to grant a
22 modification pursuant to Section 104.2.410 prior to its installation. In
23 determining such an appeal, the board or hearing officer shall apply the
24 standards of Section 104.2.410; or
- 25 (4) The Building Official ~~manager~~ has erroneously failed to approve an
alternative design pursuant to Section K105 prior to its installation or use.
In determining such an appeal, the board or hearing officer shall apply the
standards of Section K105, but the board or hearing officer shall have no
jurisdiction to consider if a design expressly prohibited by this code is an
acceptable alternative.
- (5) The Building Official ~~manager~~ has the burden of proof under paragraph
(1). The appellant has the burden of proof on appeals brought pursuant to
paragraphs (2), (3), and (4). The board or hearing officer shall determine
the appeal and decide whether the Building Official's ~~manager's~~
interpretation or application of such code was correct or in error at a
hearing under the procedures described by Chapter 1-3, "Quasi-Judicial
Hearings," B.R.C. 1981.

- 1 (c) Any person whose building permit or certificate of occupancy or certificate of
 2 completion has been suspended or revoked may appeal such action by the
 3 Building Official ~~city manager~~ on the ~~ground~~ grounds that the suspension or
 4 revocation was based on an error in fact or an erroneous application of this code
 to the facts. The manager has the burden of proving the facts upon which the
Building Official ~~manager~~ relies at such a hearing.
- 5 (d) An application for appeal must be filed in writing with the Building Official ~~city~~
 6 ~~manager~~ within fourteen days after the date of refusal of the building permit or
 7 approval of work performed under the permit or revocation or suspension of the
 building permit or certificate of occupancy or certificate of completion stating the
 basis for appeal.
- 8 (e) An applicant for an appeal shall pay the fee prescribed by Section 4-20-47,
 9 "Zoning Adjustment and Building Appeals Filing Fees," B.R.C. 1981. The fee for
 an appeal heard by a hearing officer shall be the same as the fee for an appeal
 heard by the Board of Building Appeals.
- 10 (f) The Building Official ~~city manager~~ may apply to the Board of Building Appeals,
 11 without fee, for an advisory opinion concerning alternative methods, applicability
 12 of specific requirements, approval of equipment and materials, and granting of
 special permission as contemplated in Section 104.2.3 or 104.2.410 or 104.11 of
 13 the Building Code.
- 14 (g) The board or hearing officer has no authority to interpret Chapter 1 (the
 15 administrative requirements) of this code except as expressly provided in this
 section, nor, because this code sets minimum standards, to waive any requirement
 of this code.
- 16 (r) Section 114, "Violations," is repealed and reenacted to read:
- 17 **114 Violations.**
- 18 (a) General Provisions.
- 19 (1) No person shall violate a provision of this code or fail to comply therewith
 20 or with any of the requirements thereof. No person shall fail to comply
 21 with any order issued by the code official under this code. No person shall
 22 erect, construct, enlarge, alter, extend, repair, move, remove, improve,
 23 convert, demolish, equip, use, occupy, or maintain any building or
 24 structure in the city or cause or permit the same to be done except in
 25 conformity with all of the provisions of this code and in conformity with
 the terms and conditions of any permit, certificate, or other approval
 issued under this code, or of any directive of the building official.

- 1 (2) In accordance with the provisions of Section 5-2-11, "Prosecution of
- 2 Multiple Counts for Same Act," B.R.C. 1981, each day during which
- 3 illegal construction, alteration, maintenance, occupancy, or use continues
- 4 constitutes a separate offense remediable through the enforcement
- 5 provisions of this code.
- 6 (3) The owner, tenant, and occupant of a structure or land, and the agents of
- 7 each of them, are jointly and severally liable for any violation of this code
- 8 with respect to such structure or land.
- 9 (4) The remedies for any violation of any provision of this code or of any
- 10 permit, certificate, or other approval issued under this code or other City
- 11 of Boulder code, or of any directive of the code official, may be pursued
- 12 singly or in combination.
- 13 (5) If any person fails or refuses to pay when due any charge imposed under
- 14 this section, the city manager may, in addition to taking other collection
- 15 remedies, certify due and unpaid charges to the Boulder County Treasurer
- 16 for collection as provided by Section 2-2-12, "City Manager May Certify
- 17 Taxes, Charges, and Assessments to County Treasurer for Collection,"
- 18 B.R.C. 1981.

(b) Administrative Procedures and Remedies.

- 19 (1) If the city manager finds that a violation of any provision of this code or
- 20 any approval granted under this code exists, the manager, after notice and
- 21 an opportunity for hearing under the procedures prescribed by Chapter 1-
- 22 3, "Quasi-Judicial Hearings," B.R.C. 1981, may take any one or more of
- 23 the following actions to remedy the violation:
- 24 (A) Impose a civil penalty according to the following schedule:
- 25 (i) For the first violation of the provision or approval, \$100;
- (ii) For the second violation of the same provision or approval,
- \$300; and;
- (iii) For the third violation of the same provision or approval,
- \$1,000;
- (B) For a violation concerning the use of a residential building under a
- rental license, revoke such license;
- (C) Require the filing of a declaration of use as provided in subsection
- (e) of this section; or
- (D) Issue an order reasonably calculated to ensure compliance with the
- provisions of this code or any approval granted under this code.

1 (2) Prior to the hearing, the manager may issue an order that no person shall
2 perform any work on any structure or land, except to correct any violation
found by the manager to exist with respect to such structure or land.

3 (3) If notice is given to the manager at least forty-eight hours before the time
4 and date set forth in the notice of hearing on any violation that the
5 violation has been corrected, the manager will reinspect the structure or
land. If the manager finds that the violation has been corrected, the
manager may cancel the hearing.

6 (4) No person shall fail to comply with any action taken by the manager under
7 this section.

8 (c) Criminal Penalties. Violations of this code are punishable as provided in Section
9 5-2-4, "General Penalties," B.R.C. 1981.

10 (d) Other Remedies. The city attorney may maintain an action for damages,
11 declaratory relief, specific performance, injunction, or any other appropriate relief
in the District Court in and for the County of Boulder for any violation of any
provision of this code or any approval granted under this code.

12 (e) Declaration of Use. If the city manager determines that a person is using a
13 structure in a way that might mislead a reasonable person to believe that such use
14 is a use by right or otherwise authorized by this title, the manager may require
15 such person to sign under oath a declaration of use that defines the limited nature
16 of the use and to record such declaration in the officer of the Boulder County
17 Clerk and Recorder against the title to the land. In addition to all other remedies
18 and actions that the manager is authorized to use under the Boulder Revised Code
or other applicable federal, state, or local laws to enforce the provisions of this
code, the manager is authorized to withhold any approval affecting such structure
or land, including, without limitation, a building permit, use review, site review,
subdivision, floodplain development permit, or wetland permit until such time as
19 the person submits a declaration of use that is in a form acceptable to the
manager.

20 ...

21 (s) Section 116.1, "Unsafe Conditions," is repealed and reenacted to read:

22 **116.1 Unsafe Conditions.** Premises, structures, or existing equipment that are or
23 hereafter become unsafe, insanitary, or deficient because of inadequate means of egress
24 facilities, inadequate light and ventilation, or which constitute a fire hazard, or are
otherwise dangerous to human life or the public welfare, or that involve illegal or
improper occupancy or inadequate maintenance, shall be deemed an unsafe condition.
Unsafe premises shall be made safe and unsafe structures shall be taken down and

1 removed or made safe, as the building official deems necessary and as provided for in
2 this section. A vacant structure that is not secured against entry shall be deemed unsafe.

3 (t) Section 116.3, "Notice," is repealed and reenacted to read:

4 **116.3 Notice.** If an unsafe condition is found, the building official shall serve on the
5 owner, agent, or person in control of the structure or premises, a written notice that
6 describes the condition deemed unsafe and specifies the required repairs, improvements,
7 or modifications to be made to abate the unsafe condition, or that requires the unsafe
8 structure to be demolished within a stipulated time. Such notice shall require the person
9 thus notified to declare immediately to the building official acceptance or rejection of the
10 terms of the order.

11 (u) The last two sentences of Section 116.4, "Method of service," are amended to read as
12 follows:

13 If the certified or registered letter is returned showing that the letter was not delivered, a
14 copy thereof shall be posted in a conspicuous place on the premises or in or about the
15 structure affected by such notice. Service of such notice in the foregoing manner upon the
16 owner's agent or upon the person responsible for the premises or structure shall constitute
17 service of notice upon the owner.

18 (v) Section 116.5, "Restoration or abatement," is amended by adding the following sentence:

19 The abatement of an unsafe condition of premises shall comply with the requirements of
20 this code.

21 ~~(w) The definition of "Building official" in Section 202 is repealed and reenacted to read:
22 BUILDING OFFICIAL is the city manager.~~

23 (wx) Section 202, "Definitions," is amended by the addition of the following new definitions:

24 ~~MULTIPLE FIXTURE~~-ALL GENDER TOILET FACILITY. A toilet facility consisting
25 of multiple water closet compartments and associated lavatories which serve all genders.
PERMIT ISSUANCE is the date that the approved building permit is paid for and
received back from the Building Official ~~city manager~~ by the applicant or a
representative of the applicant.

(xy) A new Subsection 96 is added to Section 708.1, "General," to read:

96. Walls separating marijuana growing, processing, and dispensing occupancies from
adjacent occupancies.

(yz) A paragraph is added to Section (F) 903.2, "Where required," to read:

1 The maximum fire area without an automatic sprinkler system shall be determined by
2 Section 903.2 of the fire code.

3 ~~(aa) Section 907.2.10, "Single and multiple station smoke alarms," is amended by the
4 addition of the following subsections:~~

5 ~~**907.2.10.8 Alterations, repairs, and enlargements.** (1) When buildings or structures, or
6 portions of buildings or structures, classified as Group R₁ are altered, repaired, or
7 enlarged and the work requires a building permit, or (2) when one or more sleeping
8 rooms are added or created, smoke alarms shall be installed for each dwelling or sleeping
9 unit affected by such work in accordance with Section 907.2.10, except as provided
10 otherwise in this section or its subsections.~~

11 ~~**Exceptions:**~~

- 12 1. ~~Work involving solely the exterior surfaces of the building or structure, such as~~
13 ~~replacement of roofing or siding or the addition of a porch or deck.~~
- 14 2. ~~Installation, alterations, and repairs of plumbing or mechanical systems.~~

15 ~~**907.2.10.8.1 Exception to interconnection.** Section 907.2.10.5 applies except that
16 interconnection of smoke alarms in existing areas shall not be required where alterations
17 and repairs do not include removal of interior wall and ceiling finishes exposing the
18 structure unless an attic, crawlspace, or basement is available to provide access for
19 interconnection without removal of interior finishes.~~

20 ~~**907.2.10.8.2 Exception to power source.** Section 907.2.10.6 applies except that (1)
21 smoke alarms may be battery operated when installed in a building without commercial
22 power and (2) hard-wired smoke alarms shall not be required in existing areas where
23 alterations or repairs do not result in the removal of interior wall and ceiling finishes
24 exposing the structure unless an attic, crawlspace, or basement is available to provide
25 access for hard wiring without removal of interior finishes.~~

~~(bb) Section 1109.2.2, "Water closet compartment," is repealed and reenacted to read:~~

~~**1109.2.2 Water closet compartment.** Where water closet compartments are provided in
a toilet room or bathing room, at least one wheelchair accessible compartment shall be
provided. Where the combined total water closet compartments and urinals provided in a
toilet room or bathing room is eleven or more, at least one ambulatory accessible water
closet compartment shall be provided in addition to the wheelchair accessible
compartment.~~

~~(cc) Section 1404.3, "Vapor retarders," is amended by adding two exceptions:~~

- 4. ~~Commercial and multiple residence buildings complying with the 20240 City of
Boulder Energy Conservation Code Section C402.5, Air leakage (mandatory).~~

5. ~~Residential buildings complying with the 2024 City of Boulder Energy Conservation Code Section R402.4, Air leakage (mandatory).~~

(zdd) Section 1505.1, "General," is repealed and reenacted to read:

1505.1 General. All roof assemblies and roof coverings required to be listed by this section shall be tested in accordance with ASTM Standard E 108 or UL Standard 790. Class A roofs and the exceptions noted in Section 1505.3 for class B roofs as described in this Chapter 15 are the only roof assemblies and roof coverings allowed to be installed on any new or existing building within the City of Boulder. Wood shakes, wood shingles, and wood roof covering materials are prohibited except as provided in Section 10-5-5, "Wood Roof Covering Materials Prohibited," B.R.C. 1981, for certain minimal repairs.

(aaee) Section 1608.2, "Ground snow loads," is repealed and reenacted to read:

Ground snow loads shall be 40 pounds per square foot, $P_g = 40 \text{ lb/ft}^2$

(bbff) Section 1609.3, "Basic design wind speed," is amended by adding the following sentence:

The basic design wind speed, V, in mph, for the determination of wind loads shall be determined by Table 1609.3. based on the wind zone and building risk category.

TABLE 1609.3.^a
BASIC DESIGN WIND SPEED

Basic Design Wind Speed (V) in MPH according to Wind Zone and Building Risk Category			
Wind Zone	Risk Category I	Risk Category II	Risk Category III and IV
East of Broadway	140	150	160
West of Broadway	155	165	175

^a These standards were developed by Jon A. Peterka in the Colorado Front Range Gust Map—ASCE 7-16 Compatible dated November 18, 2013.

(ccgg) Sections 1612.2, 1612.3 and 1612.4 are repealed.

(ddhh) Section 1705, "Required Special Inspections and Tests," is amended by adding the following subsection:

1705.19 Special inspection for medical gas systems. Medical gas systems shall be tested as detailed in Chapter 12, "Special Piping and Storage Systems," of the City of Boulder Plumbing Code.

1
2 ~~(eeii)~~ A new exception 75 is added to Section 2902.2, **Separate Facilities**:

3 75. Separate facilities are not required when multiple fixture all gender facilities are
4 provided. Multiple fixture all gender facilities are not required; they are an
5 alternative to be determined by the property owner or the owners' agent.

6 ~~(jj)~~ ~~2902.4 "Signage" is repealed and reenacted to read:~~

7 ~~**2902.4 Signage.** Required public facilities shall be provided with signs that designate
8 which genders the facility accommodates as required by section 2902.2. Signs shall be
9 readily visible and located near the entrance to each toilet facility. Signs for accessible
10 toilet facilities shall comply with Section 1111.~~

11 ~~Exception: Toilet facilities with only one water closet shall not be identified for
12 exclusive use by any gender and shall be deemed to meet the requirements of this
13 section. Signage shall be provided in accordance with Section 2902.4.2.~~

14 ~~**2902.4.1 Directional signage.** Directional signage indicating the route to the required
15 public toilet facilities shall be posted in a lobby, corridor, aisle or similar space, such that
16 the sign can be readily seen from the main entrance to the building or tenant space.~~

17 ~~**2902.4.2 All gender signage.** Single-user toilet facilities provided in accordance with
18 Section 2902.1.2, and family or assisted-use toilet facilities provided in accordance with
19 Section 2902.2.1, shall be provided with signs which clearly indicate the facilities are
20 available for use by all genders.~~

21 ~~**2902.4.2.1 Existing facilities.** After December 31, 2024, all existing single-user toilet
22 facilities and family or assisted-use toilet facilities, shall be provided with signage in
23 accordance with Section 2902.4.2.~~

24 ~~(ffkk)~~ Section J103, "Permits required," of Appendix J, "GRADING," is amended by adding the
25 following subsections:

26 **J103.3 Compliance with code and permit requirements.** No person shall fail to
27 perform and no property owner shall fail to perform or fail to cause the performance of
28 all grading in compliance with this code, the Boulder Revised Code, and the conditions of
29 the grading permit.

30 **J103.4 No adverse effects.** No person shall perform and no property owner shall perform
31 or fail to prevent any grading that adversely affects the property of another without first
32 obtaining the consent of the owner of such property.

33 **J103.5 Unsafe premises.** No person shall perform and no property owner shall perform
34 or fail to prevent grading that results in any premises that are unsafe. For purposes of this
35 Appendix J, premises are considered unsafe if they are found to be dangerous to life,
36 health, property, or the safety of the public.

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J103.6 Abatement of unsafe premises. If the city manager determines that grading is not performed in accordance with the law and resulted in unsafe premises, the city may notify the owner of the unsafe premises, agent, or other person in control of the premises in accordance with Section 116.3 of this code. If the person so notified fails to abate the unsafe condition as required by the notice, the manager may enter the property, pursuant to an administrative warrant issued by the municipal ~~court, and~~ court and abate the unsafe condition. The manager may collect the full cost of the abatement and any expense to the city related to the abatement against the property owner, agent, or other person in control of the premises, and against the financial guarantee provided under Subsection J103.7. The permit holder, property owner, and guarantor shall be jointly and severally liable for such costs and expenses. If the property owner fails or refuses to pay when due any charge imposed under this subsection, the manager may certify due and unpaid charges, including interest, to the Boulder County Treasurer for collection, as provided in Section 2-2-12, "City Manager May Certify Taxes, Charges, and Assessments to County Treasurer for Collection," B.R.C. 1981.

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J103.7 Financial guarantee. Prior to the issuance of a permit under this Appendix J, "GRADING," for any work on steep slope lots with a 15 percent or greater slope and on any projects with a cut, fill, or excavation of ten feet or more, or cut, fill, or excavation less than two feet from the property line, the permittee or property owner shall provide a financial security in the form of a performance bond or other form of guarantee approved by the city manager that will satisfy the objectives of this subsection, for the benefit of the city to secure the abatement of an unsafe condition of any premises that may result from grading work. The performance bond or other financial guarantee shall be provided for a period of two years following the expiration of the ~~permit, and~~ permit and shall be for \$10,000 for construction costs less than \$10,000 and for the value of the project permit for construction costs greater than \$10,000. At the time of permit application, the permittee shall submit documentation of the project costs, subject to review and approval by the manager. A bond shall be issued by a company licensed to do business in Colorado and shall be in a form acceptable to the city attorney. The manager shall review the performance bond or other financial guarantee annually to assure that it meets the term requirements and the full current cost of the completion of the work that is guaranteed and may require the permittee to augment the performance bond or other financial guarantee amount to meet such costs.

20 (ggH) A new Chapter 36 is added to read:

21 **CHAPTER 36. COMMERCIAL CONSTRUCTION WASTE RECYCLING.**

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24

3601.1 Commercial construction recycling requirement. An applicant for a building permit to construct a new building shall demonstrate all recyclable wood, metal and cardboard materials were donated, reused or recycled.

25 **3601.1.1 Reporting.** Within sixty days following the completion of the project and prior to final inspection, the applicant shall submit documentation to the city

1 manager which proves that all recyclable wood, metal and cardboard was
 2 donated, reused, or recycled. The documentation shall consist of a final completed
 3 waste diversion report in a form as prescribed by the city manager showing the
 4 tonnage of materials salvaged for recycling and reuse, supported by original
 5 weight receipts or other waste documentation that reasonably verifies that
 6 materials generated from the site have been accepted for recycling, reuse, salvage
 7 or otherwise diverted. For construction debris for which weighing is not practical
 8 due to size, lack of scales at the facility, or other considerations, a volumetric
 9 measurement shall be used. For conversion of volumetric measurements to
 10 weight, the applicant shall use the standardized conversion rates established by
 11 the city manager.

12
 13 **3601.2 Commercial deconstruction waste recycling.** An applicant for a full demolition
 14 shall adhere to the requirements of Sections 3601.2.1 through 3601.2.5.

15
 16 **3601.2.1 Diversion requirements.** The applicant shall divert from landfills at
 17 least seventy-five percent of the waste tonnage of demolition debris generated
 18 from the project by using recycling, reuse, and diversion programs. The city
 19 manager may modify this requirement if the applicant demonstrates it is
 20 unfeasible as set forth in Section 3601.2.2. The materials diverted must also
 21 include at least three of the material types set forth in the deconstruction plan
 22 form established by the city manager.

23
 24 **3601.2.2 Information required before issuance of demolition permit.** The
 25 applicant shall submit a properly completed deconstruction plan in a form as
 established by the city manager. The applicant must propose to divert at least
 three of the material types identified by the city manager in the deconstruction
 plan form. No building permit or demolition permit shall be issued prior to the
 approval of the deconstruction plan by the city manager. In estimating the volume
 or weight of materials identified in the deconstruction plan, the applicant shall use
 the standardized conversion rates established by the city manager. The city
 manager may modify the required diversion percentage if the applicant
 demonstrates in the deconstruction plan that the percentage is not feasible because
 the maximum weight of materials that can be reused or recycled is less than the
 required diversion rate, or due to the presence of materials that are unable to be
 diverted due to special waste conditions such as environmental hazards.

26
 27 **3601.2.3 Administrative fee and deposit required.** Prior to issuance of a permit for a
 28 full demolition or level 4 alteration as defined in the *2024~~0~~ City of Boulder Energy
 29 Conservation Code*, the applicant shall post a cash deposit and pay the administrative fee
 30 described in Section 4-20-72, B.R.C. 1981. The cash deposit shall be one dollar per
 31 square foot of the demolition or work area of the alteration as identified in the permit
 32 application, or \$1,500, whichever is greater.

33
 34 **3601.2.4 Reporting.** Within sixty days following the completion of the demolition, the
 35 applicant shall submit documentation to the city which proves compliance with the

1 requirements of Sections 3601.2.1 and 3601.2.2. The documentation shall consist of a
 2 final completed waste diversion report in a form established by the city manager showing
 3 the tonnage of materials salvaged for recycling and reuse, supported by original weight
 4 receipts or other waste documentation that reasonably verifies that materials generated
 5 from the site have been accepted for recycling, reuse, salvage or otherwise diverted at the
 6 required diversion percentage. The documentation shall further demonstrate that the
 7 diverted materials include at least three material types. For demolition debris for which
 8 weighing is not practical due to size, lack of scales at facility, or other considerations, a
 9 volumetric measurement shall be used. For conversion of volumetric measurements to
 10 weight, the applicant shall use the standardized conversion rates established by the city
 11 manager.

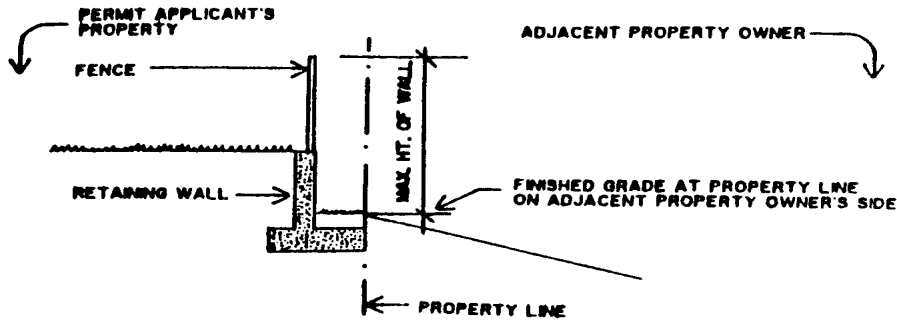
12 **3601.2.5 Deposit refunded or forfeited.** No applicant shall fail to comply with Sections
 13 3601.2.1 through 3601.2.4. The deposit shall be refunded to the applicant in proportion to
 14 the ratio of the actual diversion rate to the required diversion rate. If the required
 15 diversion percentage is not fully complied with, the remainder of the deposit shall be
 16 forfeited to the city as a civil penalty for failure to comply with the requirements of this
 17 chapter, after notice and an opportunity for hearing under the procedures prescribed by
 18 Chapter 1-3, "Quasi-Judicial Hearings," B.R.C. 1981. The city manager may adjust the
 19 amount of the refund or forfeiture where the applicant demonstrates that the required
 20 diversion percentage was not feasible based on the factors identified in Section 3601.2.2
 21 for modification of the diversion percentage. The forfeiture remedy is cumulative and is
 22 in addition to any other action the city manager is authorized to take, including
 23 suspension or revocation of a building contractor license or prosecution in the municipal
 24 court. Each 2,500 square feet of the demolition or alteration shall give rise to a separate
 25 violation, and each violation is subject to a maximum fine of \$2,500.

(~~hhmm~~) A new Chapter 99 is added to the Building Code to read:

CHAPTER 99. FENCES AND WALLS.

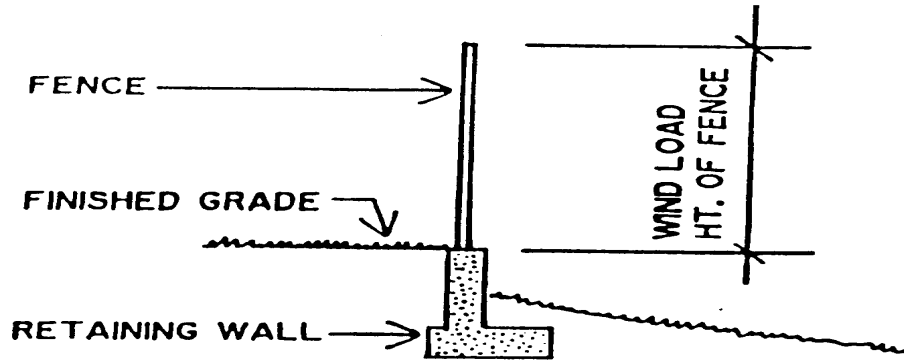
9901. Definitions.

- 18 (1) As used herein, the term "wall" means a freestanding structure such as a fence or
 19 retaining wall.
- 20 (2) As used herein and in Section 9-9-15, "Fences and Walls," B.R.C. 1981, the term
 21 "finished grade" means the top surfaces of lawns, walks, drives, or other
 22 improved surfaces after completion of construction or grading ~~operations,~~
~~but operations~~ but not including vegetation growing on the surface.
- 23 (3) For purposes of determining the maximum height allowable for any fence or wall
 24 other than wind load height as specified in subsection (4) of this section, refer to
 25 Section 9-9-15, "Fences and Walls," B.R.C. 1981, and the diagram below.



B.R.C. 9-9-15(c), Figure #19.

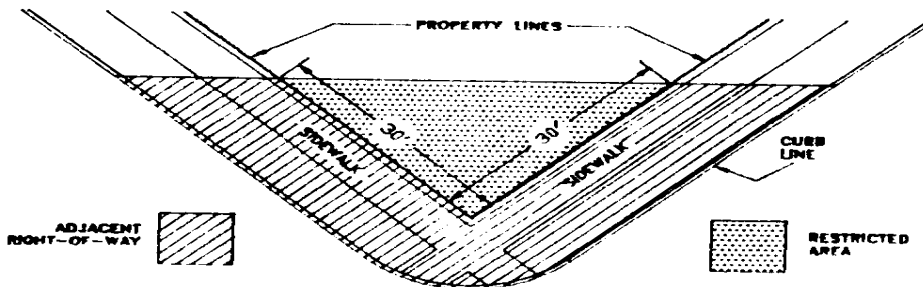
(4) For purposes of determining the maximum height allowable for any fence or wall other than wind load height as specified in subsection (4) of this section, refer to Section 9-9-15, "Fences and Walls," B.R.C. 1981, and the diagram below:



B.R.C. 9-9-15(c), Figure #20.

(5) Nothing in this section is intended to prohibit the installation of a guardrail for safety purposes which otherwise conforms to the requirements of this code.

9902. All fences and walls hereafter installed in the City shall comply with Section 9-9-15, "Fences and Walls," B.R.C. 1981, and the following provisions:



B.R.C. 9-9-7, Figure #17.

(6) Where permitted, fences exceeding seven feet in height shall conform to the zoning requirements for accessory structures.

1 Section 6. Section 10-5-3, “Adoption of Uniform Code for Abatement of Dangerous
2 Buildings With Modifications,” B.R.C. 1981, is amended to read as follows:

3
4 **10-5-3. Adoption of Uniform Code for Abatement of Dangerous Buildings With
5 Modifications.**

6 Repealed.

7 Section 7. Section 10-5.5-1, “Legislative Intent,” B.R.C. 1981, is amended to read as
8 follows:

9 **10-5.5-1. Legislative Intent.**

10 The purpose of this chapter is to protect the public health, safety, and general welfare by
11 regulating the construction, alteration, movement, enlargement, replacement, repair, equipment,
12 use and occupancy, location, removal, and demolition of detached one- and two-family
13 dwellings and townhouses, not more than three stories above grade in height with a separate
14 means of egress, and their accessory structures. The city council hereby adopts the ~~2024~~2018
15 edition of the *International Residential Code* with certain amendments thereto found to be in the
16 best interests of the city.

17 Section 8. Section 10-5.5-2, “Adoption of the International Residential Code With
18 Modifications,” B.R.C. 1981, is amended to read as follows:

19 **10-5.5-2. Adoption of the International Residential Code With Modifications.**

20 (a) The ~~2024~~2018 edition of the International Residential Code of the International Code
21 Council is hereby adopted by reference as the City of Boulder Residential Building Code
22 and has the same force and effect as though fully set forth in this chapter, except as
23 specifically amended by the provisions of this chapter.

24 (b) The Appendix chapters CC, BA, BE, BF, BO, BG, CF, BB, BI AND BJ ~~D, E, F, H, J, K,~~
25 ~~P, Q, R and S~~ and sections contained therein are adopted.

(c) Section R101.1, "Title," is repealed and reenacted to read:

R101.1 Title. These provisions shall be known as the Residential Code of the City of
Boulder or residential code and shall be cited as such and will be referred to herein as
"this code".

(d) Sections R102 through R114 are repealed. This code shall be administered in accordance
with Chapter 1, "Administration," of the International Building Code as adopted, with

1 amendments, by Section 10-5-2, "Adoption of International Building Code With
2 Modifications," B.R.C. 1981.

3 (e) The following definitions are added to Section R202, "Definitions":

4 COMMUNITY SOLAR GARDEN. A solar generation facility where the beneficial use
5 of the electricity generated by the facility belongs to subscribers to the solar generation
6 facility as authorized in Section 40-2-127, C.R.S.

7 FLOOR AREA. The total square footage of all levels as measured from the inside
8 finished surface of the walls, but excluding courts, garages usable exclusively for the
9 storage of motor vehicles and uninhabitable areas that are located above the highest
10 inhabitable level or below the first-floor level.

11 NEW DWELLING UNIT. A dwelling unit is considered to be a new dwelling unit when
12 the entire structure is newly built and when the dwelling unit is built on top of an existing
13 foundation, such as caissons, footings, and other foundation systems, that remains from a
14 demolished structure.

15 SHADING. Shading is the protection from heat gains because of direct solar radiation by
16 permanently attached exterior devices or building elements, interior shading devices,
17 glazing material, or adherent materials.

18 SKYLIGHT AREA. Skylight area is the area of the rough opening for the skylight.

19 SOLAR ZONE. A solar zone is a section of the roof designated and reserved for the
20 future installation of a solar electric or solar thermal system.

21 STANDARD TEST CONDITIONS. A fixed set of conditions for which PV module
22 performance is rated. These conditions are 1000 W/m² incident solar radiation, 24°C cell
23 temperature, 0.0 wind speed, and air mass 1.5 spectrum.

24 STORAGE ROOMS OR SPACES. Storage rooms or spaces are rooms or spaces with a
25 level of finish sufficient only to make the room usable for the intended storage purposes.
Rooms or areas that exceed these minimums will be considered habitable space and will
have to meet the code requirements applicable to habitable space.

(f) A new sentence is added to the end of Section R301.1, "Application," stating:

Structural calculations shall be submitted to the building official, demonstrating the
proposed construction meets the applicable requirements for design loads.

(g) The climatic and geographic design criteria applicable to Table R301.2(1) are:

Ground snow load = 40 pounds per square foot, $P_g = 40 \text{ lb/ft}^2$.

1 Three-second wind gust velocity = 150 mph east of Broadway, 165 mph west of
Broadway

2 Topographic effects = Yes

3 Special wind region = Yes

4 Windborne debris zone = No

5 Seismic Design Category = B

6 Weathering = severe

7 Frost line depth = 32 inches

8 Termite = slight

9 Decay = none to slight

10 Winter Design Temp = 2 degrees Fahrenheit

11 Ice barrier underlayment required = NO

12 Flood Hazards = See Sections 9-3-3 through 9-3-9, B.R.C. 1981

13 Air freezing index = 459

14 Mean annual temp = 52.1

15 Elevation = 5,385 feet

16 Latitude = 40 degrees

17 Winter Heating = 0 degrees Fahrenheit

18 Summer Cooling = 91 degrees Fahrenheit

19 Altitude Correction Factor= 0.821

20 Indoor Design Temperature = 72 degrees Fahrenheit

21 Design Temperature Cooling = 75 degrees Fahrenheit

22 Heating Temperature difference = 66 degrees Fahrenheit

23 Cooling Temperature difference = 18 degrees Fahrenheit

24 Wind Velocity Heating = 15

25 Wind Velocity Cooling = 7.5

Coincident Wet Bulb = 59 degrees Fahrenheit

Daily Range = High

Winter Humidity = 30%

Summer Humidity = 50%

- (h) Section R301.2.4, "Floodplain construction": A new sentence is added to the end of the section reading "All work on structures in the scope of this code shall also meet the requirements of Sections 9-3-2 through 9-3-9, B.R.C 1981."

1 (i) The exception listed in Section R302.2, "Townhouses," is repealed and reenacted to read:

2
3 ~~**Exception:** A common 1-hour fire-resistance-rated wall assembly tested in accordance~~
4 ~~with ASTM E 119 or UL 263 is permitted for townhouses equipped throughout with an~~
5 ~~automatic sprinkler system installed in accordance with the requirements of Section~~
6 ~~P2904 if such walls do not contain plumbing or mechanical equipment, ducts, or vents in~~
7 ~~the cavity of the common wall. The wall shall be rated for fire exposure from both sides~~
8 ~~and shall extend to and be tight against exterior walls and the underside of the roof~~
9 ~~sheathing. Electrical installations shall be installed in accordance with chapters 34~~
10 ~~through 41 and chapter 43. Penetrations of electrical outlet boxes shall be in accordance~~
11 ~~with Section R302.4. For townhouses not equipped throughout with an automatic~~
12 ~~sprinkler system installed in accordance with the requirements of Section P2904, a~~
13 ~~common 2-hour fire-resistance-rated wall is permitted if such walls do not contain~~
14 ~~plumbing or mechanical equipment, ducts or vents in the cavity of the common wall.~~
15 ~~Electrical installations shall be installed in accordance with chapters 34 through 41 and~~
16 ~~chapter 43. Penetrations of electrical outlet boxes shall be in accordance with Section~~
17 ~~R302.4.~~

11 Section R306, "Flood-resistant construction," is repealed and reenacted to read:

12 **R306 Flood resistant construction.** Buildings and structures constructed in whole or in
13 part in the floodplain must be designed and constructed in accordance with the floodplain
14 regulations of Title 9, Land Use Code, B.R.C. 1981.

14 (j) ~~The first sentence of the Exception to Item 2 in Section R302.2.4, "Parapets for~~
15 ~~townhouses," is amended by deleting "a minimum class C roof covering" and replacing it~~
16 ~~with "a minimum Class B roof covering."~~

17 (j) A new Section R333, Construction Waste Management, is added to read:

18 **SECTION R333 CONSTRUCTION WASTE MANAGEMENT**

19 **R333.1 Residential construction waste recycling.** An applicant for a building permit to
20 construct a new dwelling unit shall demonstrate all recyclable wood, metal and cardboard
21 materials were donated, reused or recycled.

21 **R333.1.1 Reporting.** Within sixty days following rough inspections and prior to final
22 inspection, the applicant shall submit documentation to the city manager which proves
23 that all recyclable wood, metal and cardboard was donated, reused, or recycled. The
24 documentation shall consist of a final completed waste diversion report in a form as
25 prescribed by the city manager showing the tonnage of materials salvaged for recycling
and reuse, supported by original weight receipts or other waste documentation that
reasonably verifies that materials generated from the site have been accepted for
recycling, reuse, salvage or otherwise diverted. For construction debris for which
weighing is not practical due to size, lack of scales at the facility, or other considerations,

1 a volumetric measurement shall be used. For conversion of volumetric measurements to
2 weight, the applicant shall use the standardized conversion rates established by the city
3 manager.

4 **R333.2 Residential deconstruction waste recycling.** An applicant for a full demolition
5 shall adhere to the requirements of Sections R333.2.1 through R333.2.5.

6 **R333.2.1 Diversion requirements.** The applicant shall divert from landfills at least
7 seventy-five percent of the waste tonnage of demolition debris generated from the project
8 by using recycling, reuse, and diversion programs. The building official may modify this
9 requirement if the applicant demonstrates it is unfeasible as set forth in Section R333.2.2.
10 The materials diverted must also include at least three of the material types set forth in
11 the deconstruction plan form established by the city manager.

12 **R333.2.2 Information required before issuance of demolition and/or building**
13 **permit.** The applicant shall submit a properly completed deconstruction plan in a form as
14 established by the city manager. The applicant must propose to divert at least three of the
15 material types identified by the building official in the deconstruction plan form. No
16 building permit or demolition permit shall be issued prior to the approval of the
17 deconstruction plan by the building official. In estimating the volume or weight of
18 materials identified in the deconstruction plan, the applicant shall use the standardized
19 conversion rates established by the building official. The building official may modify
20 the required diversion percentage if the applicant demonstrates in the deconstruction plan
21 that the percentage is not feasible because the maximum weight of materials that can be
22 reused or recycled is less than the required diversion rate, or due to the presence of
23 materials that are unable to be diverted due to special waste conditions such as
24 environmental hazards.

25 **R333.2.3 Administrative fee and deposit required.** Prior to issuance of a permit for a
26 full demolition or level 4 alteration as defined in the 2024 City of Boulder Energy
27 Conservation Code, the applicant shall post a cash deposit and pay the administrative fee
28 described in Section 4-20-72, B.R.C. 1981. The cash deposit shall be one dollar per
29 square foot of the demolition or work area of the alteration as identified in the permit
30 application, or \$1,500, whichever is greater.

31 **R333.2.4 Reporting.** Within sixty days following the completion of the demolition or
32 alteration, the applicant shall submit documentation to the city which proves compliance
33 with the requirements of Sections R328.2.1 and R328.2.2. The documentation shall
34 consist of a final completed waste diversion report in a form established by the building
35 official showing the tonnage of materials salvaged for recycling and reuse, supported by
36 original weight receipts or other waste documentation that reasonably verifies that
37 materials generated from the site have been accepted for recycling, reuse, salvage or
38 otherwise diverted at the required diversion percentage. The documentation shall further
39 demonstrate that the diverted materials include at least three material types. For
40 demolition debris for which weighing is not practical due to size, lack of scales at facility,
41 or other considerations, a volumetric measurement shall be used. For conversion of

1 volumetric measurements to weight, the applicant shall use the standardized conversion
 2 rates established by the building official.

3 **R333.2.5 Deposit refunded or forfeited.** No applicant shall fail to comply with Sections
 4 R328.2.1 through R328.2.4. The deposit shall be refunded to the applicant in proportion
 5 to the ratio of the actual diversion rate to the required diversion rate. If the required
 6 diversion percentage is not fully complied with, the remainder of the deposit shall be
 7 forfeited to the city as a civil penalty for failure to comply with the requirements of this
 8 chapter, after notice and an opportunity for hearing under the procedures prescribed by
 9 Chapter 1-3, "Quasi-Judicial Hearings," B.R.C. 1981. The city manager may adjust the
 10 amount of the refund or forfeiture where the applicant demonstrates that the required
 11 diversion percentage was not feasible based on the factors identified in Section R328.2.2
 12 for modification of the diversion percentage. The forfeiture remedy is cumulative and is
 13 in addition to any other action the city manager is authorized to take, including
 14 suspension or revocation of a building contractor license or prosecution in the municipal
 15 court. Each 2,500 square feet of the demolition or alteration shall give rise to a separate
 16 violation, and each violation is subject to a maximum fine of \$2,500.

17 (k) Section R302.5.1, "Opening protection," is repealed and reenacted to read:
 18 **R302.5.1 Opening protection.** Openings from a garage directly into a room used for
 19 sleeping purposes shall not be permitted. Other openings between the garage and
 20 residence shall be equipped with weather-stripped, solid wood doors not less than 1 and
 21 3/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 and
 22 3/8 inches (35 mm) in thickness, or 20-minute fire-rated doors, equipped with a self-
 23 closing device.

24 The first paragraph of Section R401.1, "Application," is repealed and reenacted to read:

25 **R401.1 Application.** The provisions of this chapter shall control the design and
 26 construction of the foundation and foundation spaces for all buildings. In addition to the
 27 provisions of this chapter, the design and construction of foundations in a floodplain as
 28 established in Title 9, Land Use Code, B.R.C. 1981, shall meet all applicable provisions
 29 of Title 9, Land Use Code, B.R.C. 1981. Where, in any specific case, the provisions of
 30 this code and the B.R.C. are in conflict, the most restrictive shall govern. Where there is a
 31 conflict between a general requirement and a specific requirement, the specific
 32 requirement shall be applicable. Wood foundations shall be designed and installed in
 33 accordance with AF&PA PWF.

34 (l) Section R311.2, "Egress doors," is repealed and reenacted to read:
 35 **R311.2 Egress doors.** At least one egress door shall be provided for each dwelling unit.
 36 The egress door shall be side hinged, and shall provide a minimum clear width of 32
 37 inches (813 mm) when measured between the face of the door and the stop, with the door
 38 open 90 degrees (1.57 rad). The minimum clear height of the door opening shall not be
 39 less than 78 inches (1981 mm) in height measured from the top of the threshold to the
 40 bottom of the stop.

1 A new Section R401.5, "Placement of backfill," is added to read:

2 **R401.5 Placement of backfill.** The provisions of Section 1804.3 of the Building Code of
3 the City of Boulder shall apply to the placement of backfill.

4 (m) The following sentences are added to the end of Section R311.7.5.1, "Risers":

5 ~~Where the bottom or top riser adjoins a sloping public way, walkway, or driveway having~~
6 ~~an established grade and serving as a landing, the bottom or top riser is permitted to be~~
7 ~~reduced along the slope, with the variation in height of the bottom or top riser not to~~
8 ~~exceed one unit vertical in 12 units horizontal (8 percent slope) of stairway width. The~~
9 ~~nosings or leading edges of treads at such non-uniform height risers shall have a~~
10 ~~distinctive marking stripe, different from any other nosing marking provided on the stair~~
11 ~~flight. The distinctive marking stripe shall be visible in descent of the stair and shall have~~
12 ~~a slip-resistant surface. Marking stripes shall have a width of at least 1 inch (25 mm) but~~
13 ~~not more than 2 inches (51 mm).~~

14 Section R408.7, "Flood resistance," is repealed and reenacted to read:

15 **R408.7 Flood resistance.** Buildings located in a floodplain as established in Title 9, Land
16 Use Code, B.R.C. 1981, shall comply with the applicable provisions in Title 9, Land Use
17 Code, B.R.C. 1981.

18 (n) ~~A new Section R311.9, "Access to exterior balconies, porches, decks, and other walking~~
19 ~~surfaces from the interior of the building," is added, reading as follows:~~

20 ~~**R311.9 Access to exterior balconies, porches, decks, and other walking surfaces**~~
21 ~~**from the interior of the building.** Access to exterior balconies, porches, decks, and~~
22 ~~other walking surfaces from the interior of the building shall be through a side-hinged or~~
23 ~~sliding glass door and shall provide a minimum clear width of 24 inches (610 mm), when~~
24 ~~measured between the face of the door and the stop, when the door, other than the sliding~~
25 ~~glass door, is open 90 degrees (1.57 rad). The minimum clear height of the door opening~~
shall not be less than 78 inches (1981 mm) in height, measured from the top of the
threshold to the bottom of the stop. Access to exterior balconies, porches, decks, and
other walking surfaces from the interior of the building for the required egress door shall
meet the provisions of Section 311.2 for required height and width.

Section R315.1, "Carbon monoxide alarms," is repealed and reenacted to read:

~~**R315.1 Carbon monoxide alarms.** For new construction, an approved carbon monoxide~~
alarm shall be installed outside each sleeping area in the immediate vicinity of bedrooms
in dwelling units within which fuel-fired appliances are installed and in dwelling units
and accessory structures containing habitable space that have attached garages. All
carbon monoxide alarms shall be installed so as to meet the requirements of Section
R315, Carbon monoxide alarms, and of the applicable provisions of Sections 38-45-101
through 106, C.R.S. Where the provisions of this code and the C.R.S. are in conflict, the

most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

- (n) Item 3 of Section R806.5, "Unvented attic and unvented enclosed rafter assemblies," is deleted.

~~Section R322, "Flood resistant construction," is repealed and reenacted to read:~~
R322 Flood resistant construction. Buildings and structures constructed in whole or in part in the floodplain must be designed and constructed in accordance with the floodplain regulations of Title 9, Land Use Code, B.R.C. 1981.

Section R902.1, "Roof assemblies," is repealed and reenacted to read:

R902.1 Roof covering materials. All roof covering materials shall be listed as Class A as tested in accordance with UL Standard 790 or ASTM Standard E 108. Roof assemblies with covering of brick, masonry, slate, clay, or concrete roof tile, exposed concrete roof deck, ferrous or copper shingles or sheets, and metal sheets and shingles, shall be considered Class A roof coverings. Unless otherwise specified in this section, roof coverings shall be installed to resist the component and cladding loads specified in table R301.2(2), adjusted for height and exposure in accordance with table R301.2(3).

- ~~(q) A new Section R328, Construction Waste Management, is added to read:~~

- (o) Exception 1 in Section R703.2, "Water-resistive barrier," is repealed and reenacted to read:

Exception 1: In detached accessory buildings which are not intended to be conditioned and where the interior wall cavities will remain exposed and unfilled.

- ~~(v) Exception 3 of Section R806.5, "Unvented attic and unvented enclosed rafter assemblies," is deleted.~~

- ~~(w) Section R902.1, "Roof covering materials," is repealed and reenacted to read:~~

~~**R902.1 Roof covering materials.** All roof covering materials shall be listed as Class A as tested in accordance with UL Standard 790 or ASTM Standard E 108. Roof assemblies with covering of brick, masonry, slate, clay, or concrete roof tile, exposed concrete roof deck, ferrous or copper shingles or sheets, and metal sheets and shingles, shall be considered Class A roof coverings. Unless otherwise specified in this section, roof coverings shall be installed to resist the component and cladding loads specified in table R301.2(2), adjusted for height and exposure in accordance with table R301.2(3).~~

- (p~~x~~) Section R905.7, "Wood shingles," is repealed and reenacted to read:

1 **R905.7 Wood shingles.** Wood shakes, wood shingles, and wood roof covering materials
2 are prohibited except as provided in Section 10-5-5, "Wood Roof Covering Materials
Prohibited," B.R.C. 1981, for certain minimal repairs.

3 (~~qy~~) Section R905.8, "Wood shakes," is repealed and reenacted to read:

4 **R905.8 Wood shakes.** Wood shakes, wood shingles, and wood roof covering materials
5 are prohibited except as provided in Section 10-5-5, "Wood Roof Covering Materials
Prohibited," B.R.C. 1981, for certain minimal repairs.

6 (~~rz~~) Chapter 11, "Energy Efficiency." Sections N1101 through N111305 are repealed. A new
7 Section N1101 is added to read:

8 **N1101 Scope.** Regulations concerning the design and construction of buildings for the
9 effective use of energy and requirements for green building practices shall be
administered in accordance with the ~~20240~~ *City of Boulder Energy Conservation Code* as
adopted by Chapter 10-7, "Energy Conservation Code," B.R.C. 1981.

10 (~~saa~~) Section M1301.1.1, "Flood-resistant installation," is repealed and reenacted to read:

11 **M1301.1.1 Flood-resistant installation.** In floodplains, as established in Title 9, Land
12 Use Code, B.R.C. 1981, the mechanical appliances, equipment and systems shall be
located or installed in accordance with the applicable provisions of Title 9, Land Use
13 Code, B.R.C. 1981.

14 (~~tbb~~) A new Section M1308.3, "Rooftop equipment support and clearances," is added to read:

15 **M1308.3 Rooftop equipment support and clearances.**

16 (1) Mechanical equipment placed, replaced, or resting over roofing shall be supported
17 by curbs or legs which shall be flashed to the roofing and made watertight.
Mechanical equipment includes, but is not limited to, heating equipment, cooling
18 and refrigeration equipment, ventilating fans, blowers, and other similar devices
located on the roof.

19 (2) Flat roofs. On roofs having a pitch of less than 2 in 12, mechanical equipment
20 shall be supported on a solid curb greater in size than the equipment which it
serves. Curbs may be manufactured or built-in-place. If built-in-place, the curb
21 shall be covered with metal of at least 26 gauge. The metal shall be weather-tight.
The curb shall be a minimum of 9 inches above the finished roof.

22 (A) Ducts less than 4 feet in width shall have at least 12 inches clearance from
23 the finished roof surface to the bottom of the duct.

24 (B) Ducts between 4 feet and 8 feet in width shall have at least 24 inches
clearance from the finished roof surface to the bottom of the duct.

25 (C) Ducts over 8 feet in width shall have at least 36 inches clearance from the
finished roof surface to the bottom of the duct.

(3) Pitched roofs. On roofs having a roof pitch exceeding 2 in 12, mechanical equipment may be set on legs which provide a minimum of 11 inches clearance between the finished roof surface and the equipment frame.

(uee) Section M1401.5, "Flood hazard," is repealed and reenacted to read:

M1401.5 Flood hazard. In floodplains, as established in Title 9, Land Use Code, B.R.C. 1981, heating and cooling equipment and appliances shall be located or installed in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

(vdd) Section M1601.4.10, "Flood hazard areas," is repealed and reenacted to read:

M1601.4.10 Flood hazard areas. In floodplains, as established in Title 9, Land Use Code, B.R.C. 1981, duct systems shall be located or installed in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

(wee) A new sentence is added to Section M1602.2, "Return air openings," to read:

11. Within individual dwelling units there shall be at least one return air opening on each floor.

(xff) Section M2001.4, "Flood-resistant installation," is repealed and reenacted to read:

M2001.4 Flood-resistant installation. In floodplains, as established in Title 9, Land Use Code, B.R.C. 1981, boilers, water heaters and their control systems shall be located or installed in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

(ygg) Section M2201.6, "Flood-resistant installation," is repealed and reenacted to read:

M2201.6 Flood-resistant installation. In floodplains, as established in Title 9, Land Use Code, B.R.C. 1981, tanks shall be located or installed in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

(zhh) Section G2404.7, "Flood hazard," is repealed and reenacted to read:

G2404.7 Flood hazard. In floodplains, as established in Title 9, Land Use Code, B.R.C. 1981, the appliance, equipment, and system installations regulated by this code shall be located or installed in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

(aaii) ~~Items 2 and 3 of Section G2427.8, "Venting system termination- clearances location," is amended by adding~~ are amended by adding a new sentence to the end of the section reading:

~~of each Items 2 and 3, reading:~~

1 Mechanical draft venting system and through-the-wall direct vent terminals shall
 2 terminate a minimum of 18 inches (46 mm) above finished grade in the immediate
 3 vicinity of each vent.

4 ~~Vents shall terminate a minimum of 18 inches (46 mm) above finished grade in the~~
 5 ~~immediate vicinity of each vent.~~

6 ~~(jj) Section P2503.7, "Water supply system testing," is repealed and reenacted to read:~~

7 ~~**P2503.7 Water supply system testing.** Upon completion of the water supply system or a~~
 8 ~~portion of it, the system or portion completed shall be tested and proved tight under a~~
 9 ~~water pressure of not less than the working pressure of the system or by an air test of not~~
 10 ~~less than 100 psi (689.5 kPa). This pressure shall be held for not less than 15 minutes.~~
 11 ~~The water used for tests shall be obtained from a potable water source.~~

12 ~~(bbkk) The Exception to Section P2601.2, "Connections to drainage system," is deleted in its~~
 13 ~~entirety.~~

14 ~~(ccH) Section P2601.3, "Flood hazard areas," is repealed and reenacted to read:~~

15 ~~**P2601.3 Flood hazard areas.** In floodplains, as established in Title 9, Land Use Code,~~
 16 ~~B.R.C. 1981, plumbing fixtures, drains, and appliances shall be located or installed in~~
 17 ~~accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.~~

18 ~~(ddmm) The first sentence of Section P2602.2, "Flood-resistant installation," is repealed and~~
 19 ~~reenacted to read:~~

20 ~~In floodplains, as established in Title 9, Land Use Code, B.R.C. 1981:~~

21 ~~Items 1 and 2 remain unchanged.~~

22 ~~(mmnn) Table P2903.2, "Maximum Flow Rates and Consumption for Plumbing Fixtures and~~
 23 ~~Fixture Fittings," shall be repealed and reenacted to read:~~

PLUMBING FIXTURE OR FIXTURE FITTING	PLUMBING FIXTURE OR FIXTURE FITTING
Lavatory Faucet	1.5 gpm at 60 psi
Shower Head	2.0 gpm at 60 psi
Sink Faucet	1.5 gpm at 60 psi
Water Closet	1.28 gallons per flushing cycle

24 ~~For SI: 1 gallon per minute = 3.785 L/m,~~
 25 ~~1 pound per square inch = 6.895 kPa.~~

1 a. ~~— A handheld shower spray is also a shower head.~~

2 b. ~~— Consumption tolerances shall be determined from referenced standards.~~

3 (~~eee~~) Section P3001.3, "Flood-resistant installation," is repealed and reenacted to read:

4 **P3001.3 Flood-resistant installation.** In floodplains, as established in Title 9, Land Use
5 Code, B.R.C. 1981, drainage, wastes, and vent systems shall be located and installed to
6 prevent infiltration of floodwaters into the systems and discharges from the systems into
7 floodwaters.

8 (~~fff~~) Section P3009, "Subsurface Landscape Irrigation Systems Greywater Soil Absorption
9 Systems," is deleted in its entirety.

10 (~~ggg~~) Section P3101.5, "Flood resistance," is repealed and reenacted to read:

11 **P3101.5 Flood resistance.** In floodplains, as established in Title 9, Land Use Code,
12 B.R.C. 1981, vents shall be located or installed in accordance with the provisions of Title
13 9, Land Use Code, B.R.C. 1981.

14 (~~hhh~~) Appendix ~~BEF~~, "Radon Control Method," is hereby repealed and reenacted to read as
15 follows:

16 **APPENDIX ~~BEF~~**
17 **RADON CONTROL METHOD**

18 The requirements of Appendix ~~BE F~~ to the 202418 edition of the *International*
19 *Residential Code* of the International Code Council shall hereby be complied with which
20 appendix is hereby adopted by reference as part of the City of Boulder Residential Code
21 and have the same force and effect as though fully set forth in this subsection.

22 (~~iiss~~) Appendix ~~CFP~~, "Sizing of Water Piping System," is hereby repealed and reenacted to
23 read as follows:

24 **APPENDIX ~~CFP~~**
25 **SIZING OF WATER PIPING SYSTEM**

The requirements of Appendix ~~CFP~~ to the 202418 edition of the *International Residential*
Code of the International Code Council shall hereby be complied with which appendix is
hereby adopted by reference as part of the City of Boulder Residential Code and have the
same force and effect as though fully set forth in this subsection, except as specifically
amended by the provisions of this subsection.

Appendix ~~BBQ~~, "Tiny Houses," is hereby repealed and reenacted to read as follows:

APPENDIX ~~BBQ~~
TINY HOUSES

The requirements of Appendix ~~BBQ~~ to the 2024~~18~~ edition of the *International Residential Code* of the International Code Council shall hereby be complied with which appendix is hereby adopted by reference as part of the City of Boulder Residential Code and have the same force and effect as though fully set forth in this subsection, except as specifically amended by the provisions of this subsection.

~~AQ101.1 "Scope" is hereby repealed and reenacted to read as follows:
This appendix shall be applicable to tiny houses used as single dwelling units. Tiny houses shall comply with this code except as otherwise stated in this appendix. Tiny houses shall be on permanent foundations and permanently connected to utilities, as required by this code. Tiny houses constructed off-site shall be inspected and approved for compliance with this code, by third party special inspectors pre-approved by the building official. The building official may use the provisions of the City of Boulder Building Code to administer the requirements for approving special inspectors.~~

BB101.1 "Scope" is hereby repealed and reenacted to read as follows:

This appendix shall be applicable to site built tiny houses used as single dwelling units. Tiny houses shall comply with this code except as otherwise stated in this appendix. Tiny houses shall be on permanent foundations and permanently connected to utilities, as required by this code. Tiny houses constructed off-site shall be built and installed in accordance with C.R.S. § 24-32-3311(6).

~~(ttuu) A new footnote notation "b" is added to the heading and a new footnote "b" is added to AP Table AP103.3(2), "Load values assigned to fixtures," reading:~~

~~b. For the purpose of determining the largest instantaneous demand required in order to size a water meter, this table is repealed and replaced by Chapter 11-1-35, "Meter Size Requirements," B.R.C. 1981.~~

Section 9. Section 10-5.6.1, "Legislative Intent," B.R.C. 1981, is amended to read as follows:

10-5.6-1. Legislative Intent.

The purpose of this chapter is to protect the public health and safety by regulating the repair, alteration, change of occupancy, addition to and relocation of existing buildings in the city. This chapter is intended to encourage the use and reuse of existing buildings while requiring reasonable upgrades and improvements. The city council hereby adopts the 2024~~18~~ edition of the *International Existing Building Code* with certain amendments, additions and deletions found to be in the best interests of the city.

Section 10. Section 10-5.6.2, "Adoption of the International Existing Building Code

With Modifications," B.R.C. 1981, is amended to read as follows:

10-5.6-2. Adoption of the International Existing Building Code With Modifications.

(a) The 2024~~18~~ edition of the *International Existing Building Code* of the International Code Council is hereby adopted by reference as the City of Boulder Existing Building Code and has the same force and effect as though fully set forth in this chapter, ~~except as specifically amended by the provisions of this chapter. This code shall be administered in accordance with Chapter 1, "Administration," of the International Building Code as adopted, with amendments, by Section 10-5-2, "Adoption of International Building Code With Modifications," B.R.C. 1981.~~

(b) ~~Section 104.2.1, Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas, is amended by the addition of a new sentence to read:~~

~~"In floodplains, as established in Title 9, Land Use Code, all work on structures in the scope of this code shall also be in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981."~~

Section 101.1, "Title" is repealed and reenacted to read:

101.1 Title. These regulations shall be known as the Existing Building Code of the City of Boulder or existing building code and shall be cited as such and will be referred to herein as "this code."

(c) ~~Section 104.10.1, "Flood hazard areas," is repealed and reenacted to read:~~

~~In floodplains, as established in Title 9, Land Use Code, all work on structures in the scope of this code shall also be in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.~~

Sections 102 through 103 are repealed. This code shall be administered in accordance with Chapter 1, "Administration," of the International Building Code as adopted, with amendments, by Section 10-5-2, "Adoption of International Building Code with Modifications," B.R.C. 1981.

(d) Section 104.2.4.1, "Flood hazard areas," is repealed and reenacted to read:

In floodplains, as established in Title 9, Land Use Code, all work on structures in the scope of this code shall also be in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

1 (e) Section 104.3.1, "Determination of substantially improved or substantially damaged
2 existing buildings and structures in flood hazard areas", is amended by the addition of a
3 new sentence to read:

4 "In floodplains, as established in Title 9, Land Use Code, all work on structures in the
5 scope of this code shall also be in accordance with the provisions of Title 9, Land Use
6 Code, B.R.C. 1981."

7 (fd) Section 109.3.3, "Lowest floor elevation," is repealed and reenacted to read:

8 In floodplains, as established in Title 9, Land Use Code, all work on structures in the
9 scope of this code shall also be in accordance with the provisions of Title 9, Land Use
10 Code, B.R.C. 1981.

11 (ge) Section 301.3 Alteration, addition or change of occupancy, is amended by replacing the
12 exception with the following:

13 Exception:

14 Subject to the approval of the code official, alterations complying with the laws in
15 existence at the time the building or the affected portion of the building was built
16 shall be considered in compliance with the provisions of this code. New structural
17 members added as part of the alteration shall comply with the International
18 Building Code. This exception shall not apply to alterations that constitute
19 substantial improvement in flood hazard areas, which shall comply with Section
20 503.2, 701.3 or 1301.3.3; and in accordance with the provisions of Title 9, Land
21 Use Code, B.R.C. 1981. This exception shall not apply to the structural provisions
22 of Chapter 5 or to the structural provisions of Sections 706, 806 and 906.

23 (hf) Section 401.3 "Flood hazard areas" is repealed and reenacted to read:

24 In floodplains, as established in Title 9, Land Use Code, all work on structures in the
25 scope of this code shall also be in accordance with the provisions of Title 9, Land Use
Code, B.R.C. 1981.

(ig) Section 405.2.65 "Flood hazard areas" is repealed and reenacted to read:

In floodplains, as established in Title 9, Land Use Code, all work on structures in the
scope of this code shall also be in accordance with the provisions of Title 9, Land Use
Code, B.R.C. 1981.

(jh) Section 502.23 "Flood hazard areas" is repealed and reenacted to read:

In floodplains, as established in Title 9, Land Use Code, all work on structures in the
scope of this code shall also be in accordance with the provisions of Title 9, Land Use
Code, B.R.C. 1981.

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(~~k~~i) Section 503.2 Flood hazard areas is repealed and reenacted to read:

In floodplains, as established in Title 9, Land Use Code, all work on structures in the scope of this code shall also be in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

(~~l~~j) Section 507.3 "Flood hazard areas" is repealed and reenacted to read:

In floodplains, as established in Title 9, Land Use Code, all work on structures in the scope of this code shall also be in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

(~~m~~k) Section 701.3 "Flood hazard areas" is repealed and reenacted to read:

In floodplains, as established in Title 9, Land Use Code, all work on structures in the scope of this code shall also be in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

(~~n~~l) Section 1103.3 "Flood hazard areas" is repealed and reenacted to read:

In floodplains, as established in Title 9, Land Use Code, all work on structures in the scope of this code shall also be in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

(~~o~~m) Section 1201.4 "Flood hazard areas" is repealed and reenacted to read:

In floodplains, as established in Title 9, Land Use Code, all work on structures in the scope of this code shall also be in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

(~~p~~n) Section 1301.3.3 "Compliance with flood hazard provisions" is repealed and reenacted to read:

1301.3.3 Compliance with flood hazard provisions. In floodplains, as established in Title 9, Land Use Code, all work on structures in the scope of this code shall also be in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

(~~q~~o) Section 1402.6 "Flood hazard areas" is repealed and reenacted to read:

If relocated or moved into a flood hazard area, as established in Title 9, Land Use Code, all work on structures in the scope of this code shall also be in accordance with the provisions of Title 9, Land Use Code, B.R.C. 1981.

(~~p~~) ~~Section 803.2.2 "Groups A, B, E, F 1, H, I, M, R 1, R 2, R 4, S 1 and S 2" is repealed and reenacted to read:~~

1 In buildings with occupancies in Groups A, B, E, F-1, H, I, M, R-1, R-2, R-4, S-1 and S-
2 2, work areas that have exits or corridors shared by more than one tenant or that have
exists or corridors serving an occupant load greater than 30 shall be provided with
automatic sprinkler protection where both of the following conditions occur:

- 3 1. The work area is required to be provided with automatic sprinkler protection in
4 accordance with the *International Building Code* as applicable to new
5 construction.
- 6 2. The work area exceeds 50 percent of the floor area.

7 (q) Section 904.1.4 Other required automatic sprinkler systems, is repealed and reenacted to
8 read:

9 ~~904.1.4 Other required automatic sprinkler systems. In buildings and areas listed in~~
10 ~~Table 903.2.11.6 of the *International Building Code*, work areas that have exits or~~
11 ~~corridors shared by more than one tenant or that have exits or corridors serving an~~
12 ~~occupant load greater than 30 shall be provided with an automatic sprinkler system under~~
13 ~~the following conditions:~~

- 14 1. The work area is required to be provided with an automatic sprinkler system in
15 accordance with the *International Building Code* applicable to new construction.

16 (r) APPENDIX B, "SUPPLEMENTARY ACCESSIBILITY REQUIREMENTS FOR
17 EXISTING BUILDINGS AND FACILITIES," and sections contained therein are
18 adopted.

19 Section 11. Section 10-6-2, "Adoption of the National Electrical Code With
20 Modifications," B.R.C. 1981, is amended to read as follows:

21 **10-6-2. Adoption of the National Electrical Code With Modifications.**

22 (a) The current National Electrical Code of the National Fire Protection Association, as
23 currently adopted by the State of Colorado or as is from time to time modified, reenacted
24 or readopted by the State of Colorado is hereby adopted by reference as the City of
25 Boulder Electrical Code or electrical code and has the same force and effect as though
fully set forth in this chapter, except as specifically amended by the provisions of this
chapter.

(b) This code shall be administered in accordance with Chapter 1, Administration, of the
202418 edition of the International Building Code and Appendix K, Administrative
Provisions, of the 202418 edition of the International Building Code, as adopted,
respectively, with amendments, by Section 10-5-2, "Adoption of the International
Building Code With Modifications," B.R.C. 1981.

1 Section 12. Section 10-6-3, “Arc-Fault Circuit-Interrupter Protection in Existing

2 Dwelling Units,” is deleted in its entirety and reserved:

3 ~~When electrical panels or sub-panels are replaced or added in existing dwelling units, arc-~~
4 ~~fault circuit interrupter protection shall be provided for each replaced or added electrical~~
5 ~~panel or subpanel meeting the standards for new construction under the City of Boulder~~
6 ~~Electrical Code. The listed arc-fault circuit interrupter protective device shall be located~~
7 ~~at the origin of each circuit requiring protection.~~

8 Section 13. Section 10-8-1, “Legislative Intent,” B.R.C. 1981, is amended to read as

9 follows:

10 **10-8-1. Legislative Intent.**

11 The purpose of this chapter is to protect public health and safety by regulating the use, condition,
12 construction, alteration, and repair of property, structures, and occupancies in the city in order to
13 prevent the ignition and spread of fire and risk of harm to persons or property from fire and other
14 causes. The city council hereby adopts the 2024~~18~~ edition of the *International Fire Code* with
15 certain amendments, additions, and deletions thereto found to be in the best interests of the city.
16 The standards provided in this chapter shall be used, insofar as they are applicable, in
17 determining whether a condition is hazardous, whether any work that has been performed has
18 been done in an approved manner, or whether any equipment is of an approved type or quality,
19 and in any determination concerning fire hazards and fire safety in the city building code not
20 specifically provided for therein.

21 Section 14. Section 10-8-2, “Adoption of International Fire Code With Modifications,”

22 B.R.C. 1981, is amended to read as follows:

23 **10-8-2. Adoption of International Fire Code With Modifications.**

24 (a) The 2024~~18~~ edition of the *International Fire Code* of the International Code Council is
25 adopted by reference as the City of Boulder Fire ~~Code, and Code and~~ has the same force
and effect as though fully set forth in this chapter, except as specifically amended by the
provisions of this chapter.

(b) The Fire Code adopted by Subsection (a) of this section is amended in the following
places:

(1) ~~Section 102.3 is repealed and reenacted to read:~~
102.3 Change of use or occupancy. No change shall be made in the use or
occupancy of any structure that would place the structure in a different division of
the same group or occupancy or in a different group of occupancies, unless such

structure is made com comply with the requirements of this code and the International Building Code.

(12) Section 103.1 is repealed and reenacted to read:

103.1 Community Risk Reduction. A Community Risk Reduction is established within the fire department under the direction of the manager, which shall consist of such fire department personnel as may be assigned thereto by the manager. The function of this division shall be to assist the manager in the administration and enforcement of the provisions of this code.

(2) Section 104.5 is repealed and reenacted to read:

104.5 Identification. For the purposes of this section, the term "fire code official" includes all firefighters appointed pursuant to Section 2-5-4, "Identification Card for Firefighters," B.R.C. 1981.

(3) Section 104.8 ~~103.4~~ is repealed and reenacted to read:

104.8 ~~103.4~~ Liability.

The fire code shall not be construed to hold the City of Boulder or any of its employees or agents responsible for any damage to persons or property by reason of inspection or reinspection or failure to inspect or reinspect as herein provided or by reason of the approval or disapproval of any equipment as herein provided.

No employee of the city who enforces, attempts to enforce, or is authorized to enforce the fire code renders him or herself or the city liable to third parties for any damage or injury to the person or property of such third parties as a result of the enforcement or nonenforcement of the fire code. The city assumes no duty of care by virtue of the adoption of the fire code. No person is justified in relying upon the approval of a plan, the results of an inspection, or the issuance of a certificate of inspection or occupancy, and such approvals, inspections, and certificates are not a guarantee that the plan or work so approved, inspected, or certificated in fact complies with all requirements of the fire code. It is the duty of the person owning, controlling, or constructing any building or structure to ensure that the work is done in accordance with the requirements of the fire code, and it is such persons and not the city who are responsible for damages caused by negligent breach of such duty.

(4) Section 104.4 is repealed and reenacted to read:

104.4 Identification. For the purposes of this section, the term "fire code official" includes all firefighters appointed pursuant to Section 2-5-4, "Identification Card for Firefighters," B.R.C. 1981.

Section 105.5 is repealed and reenacted to read:

105.5 Required operational permits. The fire code official may issue an operational permit for the following operations:

- (a) 105.5.16, Explosives
- (b) 105.5.25 Hot Work Operations (outside)
- (c) 105.5.29 Lithium batteries
- (d) 105.5.36, Open Burning
- (e) 105.5.40, Outdoor assembly events
- (f) 105.5.44, Pyrotechnic special effects material
- (g) 105.5.51, Temporary membrane structures and tents
- (h) 105.5.58 Valet trash and recycling collection in Group R-2 occupancies

(5) Section 105.6 is repealed and reenacted to read:

~~**105.6 Required operational permits.** The fire code official may issue an operational permit for the following operations:~~

- ~~(a) 105.6.14, Explosives~~
- ~~(b) 105.6.32, Open Burning~~
- ~~(c) 105.6.36, Outdoor assembly events~~
- ~~(d) 105.6.38, Plant extraction systems~~
- ~~(e) 105.6.40, Pyrotechnic special effects material~~
- ~~(f) 105.6.47, Temporary membrane structures and tents~~

105.6 Required construction permits. All construction permits will be issued by the building official. Community Risk Reduction will be the approving authority for the following:

- (a) 105.6.1, Automatic fire-extinguishing systems
- (b) 105.6.2 Automatic sprinkler systems
- (c) 105.6.3 Compressed gases
- (d) 105.6.5 Emergency responder communication coverage system
- (e) 105.6.7, Fire alarm and detection systems and related equipment
- (f) 105.6.8, Fire pumps and related equipment
- (g) 105.6.11 Gas detection systems
- (h) 105.6.14 High-pile combustible storage
- (i) 105.6.16 LP-Gas
- (j) 105.6.24, Stand-pipe systems
- (k) 105.6.26 Access control system

(6) Section 105.7 is repealed and reenacted to read:

~~**105.7 Required construction permits.** All construction permits will be issued by the building official. Community Risk Reduction will be the approving authority for the following:~~

- (a) ~~105.7.1, Automatic fire extinguishing systems~~
- (b) ~~105.7.7, Fire alarm and detection systems and related equipment~~
- (c) ~~105.7.8, Fire pumps and related equipment~~
- (d) ~~105.7.11 Gas detection systems~~
- (e) ~~105.7.14 High pile combustible storage~~
- (f) ~~105.7.18 Plant indoor cultivation and extraction systems~~
- (g) ~~105.7.24, Stand pipe systems~~

Section 112, "Means of Appeals," is repealed and reenacted to read:

112 Appeals.

(a) Any appeal under this section shall be heard by the Board of Building Appeals established under Section 2-3-4, "Board of Building Appeals," B.R.C. 1981, unless the city manager determines, due to the nature of the issues in a particular appeal, to appoint a hearing officer under Section 1-3-5, "Hearings and Determinations," B.R.C. 1981.

(b) Appeal of refusal to approve work or building permit. A person refused a building permit or refused approval of work done under a permit on the grounds that the proposed or completed construction fails to comply with this code or any other city building code may appeal the decision on the grounds that:

1. The denial was based on an erroneous interpretation of such code by the manager; or
2. The manager has erroneously failed to approve an alternate material or method pursuant to Section 104.2.3 of the fire code prior to its installation or use. In determining such an appeal, the board or hearing officer shall apply the standards of Section 104.2.3 of the fire code.

The manager has the burden of proof under paragraph 1. above. The appellant has the burden of proof on appeals brought pursuant to paragraph 2. The board or hearing officer shall determine the appeal and decide whether the manager's interpretation or application of such code was correct or in error at a hearing under the procedures described by Chapter 1-3, "Quasi-Judicial Hearings," B.R.C. 1981.

(c) Appeal of suspension or revocation of building permit or certificates. Any person whose building permit or certificate of occupancy or certificate of completion has been suspended or revoked may appeal such action by the city manager on the ground that the suspension or revocation was based on an error in fact or an erroneous application of this code to the facts. The manager has the burden of proving the facts upon which the manager relies at such a hearing.

1 (d) An application for appeal must be filed in writing with the city manager
 2 within fourteen days after the date of refusal of the building permit or
 3 approval of work performed under the permit or revocation or suspension
 4 of the building permit or certificate of occupancy or certificate of
 5 completion stating the basis for appeal.

6 (e) Appeals Concerning Existing Conditions.

7 1. Any aggrieved person who has been issued an order or other notice
 8 of violation under this fire code, other than a summons and
 9 complaint, under Sections 102.1 and 102.2 concerning legally
 10 existing conditions in a structured based upon the city manager's
 11 determination that such conditions constitute a distinct hazard to
 12 life or property, and who believes the alleged violation to be
 13 factually or legally contrary to the requirements of this fire code or
 14 rules and regulations issued pursuant to this fire code may appeal
 15 the order or notice. An appellant shall file the appeal with the
 16 board within thirty days from the date of service of the notice of
 17 alleged violation. The appellant may request enlargement of time
 18 to file if such request is made before the end of the time period.
 19 The manager may extend for a reasonable period the time to file
 20 with the board if the applicant shows good cause therefore.

21 2. Any person aggrieved by a decision of the manager upon a
 22 reinspection that any or all of the violations alleged in the notice of
 23 violation have not been adequately corrected may appeal such
 24 determination by filing a notice of appeal within fourteen days of
 25 the date of the reinspection.

3. The appeal will be conducted under the procedures of Chapter 1-3,
"Quasi-Judicial Hearings," B.R.C. 1981. The burden of proof is on
the manager to establish an alleged violation.

4. If the board of appeals or hearing officer affirms the determination
by the manager, it shall grant the person a reasonable period of
time to correct the violation appealed. Any subsequent
determination by the manager as to whether the violations alleged
in the notice of violation have been adequately corrected is final.

5. If no person appeals a notice of violation under this section, the
provisions of the notice become final when the time for filing an
appeal with the board has expired. An order appealed to court is
final unless a stay is in effect.

6. If a person to whom the manager has issued a notice of violation
does not appeal under this section, such person may not raise a

defense to any subsequent prosecution in municipal court for a violation of an order that the conditions alleged to be violations in the notice of violation were not in fact or law violations.

(f) An applicant for an appeal shall pay the fee prescribed by Section 4-20-52, "Fire Code Permit and Inspection Fees," B.R.C. 1981. The fee for an appeal heard by a hearing officer shall be the same as the fee for an appeal heard by the Board of Building Appeals.

(g) The manager may apply to the Board of Building Appeals, without fee, for an advisory opinion concerning alternative methods, applicability of specific requirements, approval of equipment and materials, and granting of special permission as contemplated in Section 104.2.3 or 104.2.4 of the fire code.

(h) The Board of Building Appeals or hearing officer has no authority to interpret Chapter 1 (the administrative requirements) of this code except as expressly provided in this section, nor, because this code sets minimum standards, to waive any requirement of this code.

(i) An aggrieved person seeking judicial review of a decision of the Board of Building Appeals or hearing officer made under this section shall file a complaint for such review within thirty days after the date of the decision under Colorado Rule of Civil Procedure 106(a)(4).

(j) If the city manager determines that the subject of an order or notice issued under this fire code constitutes an immediate hazard to the public health, safety, or welfare, the manager may order immediate compliance. Persons subject to such orders shall comply forthwith but shall be entitled to a prompt post-compliance appeal hearing before the Board of Building Appeals or a hearing officer under the procedures specified in this section.

(7) ~~Section 109, "Board of Appeals," is repealed and reenacted to read:~~

~~**109 Appeals.**~~

~~(a) — Any appeal under this section shall be heard by the Board of Building Appeals established under Section 2-3-4, "Board of Building Appeals," B.R.C. 1981, unless the city manager determines, due to the nature of the issues in a particular appeal, to appoint a hearing officer under Section 1-3-5, "Hearings and Determinations," B.R.C. 1981.~~

~~(b) — Appeal of refusal to approve work or building permit. A person refused a building permit or refused approval of work done under a permit on the grounds that the proposed or completed construction fails to comply with this code or any other city building code may appeal the decision on the grounds that:~~

~~1. — The denial was based on an erroneous interpretation of such code by the manager; or~~

2. — The manager has erroneously failed to approve an alternate material or method pursuant to Section 104.9 of the fire code prior to its installation or use. In determining such an appeal, the board or hearing officer shall apply the standards of Section 104.9 of the fire code.

The manager has the burden of proof under paragraph 1. above. The appellant has the burden of proof on appeals brought pursuant to paragraph 2. The board or hearing officer shall determine the appeal and decide whether the manager's interpretation or application of such code was correct or in error at a hearing under the procedures described by Chapter 1-3, "Quasi-Judicial Hearings," B.R.C. 1981.

(c) — Appeal of suspension or revocation of building permit or certificates. Any person whose building permit or certificate of occupancy or certificate of completion has been suspended or revoked may appeal such action by the city manager on the ground that the suspension or revocation was based on an error in fact or an erroneous application of this code to the facts. The manager has the burden of proving the facts upon which the manager relies at such a hearing.

(d) — An application for appeal must be filed in writing with the city manager within fourteen days after the date of refusal of the building permit or approval of work performed under the permit or revocation or suspension of the building permit or certificate of occupancy or certificate of completion stating the basis for appeal.

(e) — Appeals Concerning Existing Conditions:

1. — Any aggrieved person who has been issued an order or other notice of violation under this fire code, other than a summons and complaint, under Sections 102.1 and 102.2 concerning legally existing conditions in a structured based upon the city manager's determination that such conditions constitute a distinct hazard to life or property, and who believes the alleged violation to be factually or legally contrary to the requirements of this fire code or rules and regulations issued pursuant to this fire code may appeal the order or notice. An appellant shall file the appeal with the board within thirty days from the date of service of the notice of alleged violation. The appellant may request enlargement of time to file if such request is made before the end of the time period. The manager may extend for a reasonable period the time to file with the board if the applicant shows good cause therefor.

2. — Any person aggrieved by a decision of the manager upon a reinspection that any or all of the violations alleged in the notice of violation have not been adequately corrected may appeal such determination by filing a notice of appeal within fourteen days of the date of the reinspection.

3. — The appeal will be conducted under the procedures of Chapter 1-3, "Quasi-Judicial Hearings," B.R.C. 1981. The burden of proof is on the manager to establish an alleged violation.

4. — If the board of appeals or hearing officer affirms the determination by the manager, it shall grant the person a reasonable period of time to correct the violation appealed. Any subsequent determination by the manager as to

whether the violations alleged in the notice of violation have been adequately corrected is final.

5. If no person appeals a notice of violation under this section, the provisions of the notice become final when the time for filing an appeal with the board has expired. An order appealed to court is final unless a stay is in effect.

6. If a person to whom the manager has issued a notice of violation does not appeal under this section, such person may not raise a defense to any subsequent prosecution in municipal court for a violation of an order that the conditions alleged to be violations in the notice of violation were not in fact or law violations.

(f) An applicant for an appeal shall pay the fee prescribed by Section 4-20-52, "Fire Code Permit and Inspection Fees," B.R.C. 1981. The fee for an appeal heard by a hearing officer shall be the same as the fee for an appeal heard by the Board of Building Appeals.

(g) The manager may apply to the Board of Building Appeals, without fee, for an advisory opinion concerning alternative methods, applicability of specific requirements, approval of equipment and materials, and granting of special permission as contemplated in Section 104.8 or 104.9 of the fire code.

(h) The Board of Building Appeals or hearing officer has no authority to interpret Chapter 1 (the administrative requirements) of this code except as expressly provided in this section, nor, because this code sets minimum standards, to waive any requirement of this code.

(i) An aggrieved person seeking judicial review of a decision of the Board of Building Appeals or hearing officer made under this section shall file a complaint for such review within thirty days after the date of the decision under Colorado Rule of Civil Procedure 106(a)(4).

(j) If the city manager determines that the subject of an order or notice issued under this fire code constitutes an immediate hazard to the public health, safety, or welfare, the manager may order immediate compliance. Persons subject to such orders shall comply forthwith, but shall be entitled to a prompt post-compliance appeal hearing before the Board of Building Appeals or a hearing officer under the procedures specified in this section.

Section 113.1, "Unlawful acts," is repealed and reenacted to read:

113.1 Violations.

(a) General Provisions:

(1) No person shall violate a provision of this code or fail to comply therewith or with any of the requirements thereof. No person shall fail to comply with any order issued by the city manager under this code. No person shall erect, construct, enlarge, alter, extend, repair, move, remove, improve, convert, demolish, equip, use, occupy, maintain, or utilize any building, structure, occupancy, premises, or system in the city or cause or permit the same to be done except in conformity with all of the provisions of this

code and in conformity with the terms and conditions of approval issued under this code, or of any directive of the code official.

(2) In accordance with the provisions of Section 5-2-11, "Prosecution of Multiple Counts for Same Act," B.R.C. 1981, each day during which illegal construction, alteration, maintenance, occupancy, or use continues, constitutes a separate offense remediable through the enforcement provisions of this code.

(3) The owner, tenant, and occupant of a structure or land, and the agents of each of them, are jointly and severally liable for any violation of this code with respect to such structure or land.

(4) The remedies for any violation of any provision of this code or of any permit, certificate, or other approval issued under this code or other City of Boulder code or of any directive of the fire code official may be pursued singly or in combination.

(5) If any person fails or refuses to pay when due any charge imposed under this section, the fire code official may, in addition to taking other collection remedies, certify due and unpaid charges to the Boulder County Treasurer for collection as provided by Section 2-2-12, "City Manager May Certify Taxes, Charges, and Assessments to County Treasurer for Collection," B.R.C. 1981.

(6) The fire code official may charge the cost of any action taken to correct or abate a violation, as authorized by this code, plus up to fifteen percent of such cost for administration, to the property owner. If any property owner fails or refuses to pay when due any charge imposed under this section, the fire code official may, in addition to taking other collection remedies, certify due any unpaid charges, including interest, to the Boulder County Treasurer, to be levied against the person's property for collection by the county in the same manner as delinquent general taxes upon such property are collected, under the procedures described by Section 2-2-12, "City Manager May Certify Taxes, Charges, and Assessments to County Treasurer for Collection," B.R.C. 1981.

(b) Administrative Procedures and Remedies:

(1) If the fire code official finds that a violation of any provision of this code or any approval granted under this code exists, the city manager, after notice and an opportunity for hearing under the procedures prescribed by Chapter 1-3, "Quasi-Judicial Hearings," B.R.C. 1981, may take any one or more of the following actions to remedy the violation:

(A) Impose a civil penalty according to the following schedule:

- 1
- 2 (i) For the first violation of the provision or approval, \$100;
- 3 (ii) For the second violation of the same provision or approval,
- 4 \$300; and
- 5 (iii) For the third violation of the same provisions or approval,
- 6 \$1,000.
- 7 (B) For a violation concerning the use of a residential building under a
- 8 rental license, revoke such license;
- 9 (C) Require the filing of a declaration of use as provided in subsection
- 10 (e); or
- 11 (D) Issue an order reasonably calculated to ensure compliance with the
- 12 provisions of this code or any approval granted under this code.
- 13 (2) Prior to the hearing, the fire code official may issue an order that no
- 14 person shall perform any work on any structure or land, except to correct
- 15 any violation found by the fire code official to exist with respect to such
- 16 structure or land.
- 17 (3) If notice is given to the fire code official at least forty-eight hours before
- 18 the time and date set forth in the notice of hearing on any violation that the
- 19 violation has been corrected, the fire code official will reinspect the
- 20 structure or land. If the fire code official finds that the violation has been
- 21 corrected, the manager may cancel the hearing.
- 22 (4) No person shall fail to comply with any action taken by the fire code
- 23 official under this section.
- 24 (c) Criminal Penalties. Violations of this code are punishable as provided in Section
- 25 5-2-4, "General Penalties," B.R.C. 1981.
- (d) Other Remedies. The city attorney may maintain an action for damages,
- declaratory relief, specific performance, injunction, or any other appropriate relief
- in the District Court in and for the County of Boulder for any violation of any
- provision of this code or any approval granted under this code.
- (e) Declaration of Use. If the fire code official determines that a person is using a
- structure in a way that might mislead a reasonable person to believe that such use
- is a use by right or otherwise authorized by this title, the fire code official may
- require such person to sign under oath a declaration of use that defines the limited
- nature of the use and to record such declaration in the office of the Boulder
- County Clerk and Recorder against the title to the land. In addition to all other
- remedies and actions that the code official is authorized to use under the Boulder
- Revised Code or other applicable federal, state, or local laws to enforce the

1 provisions of this code, the city manager is authorized to withhold any approval
 2 affecting such structure or land, including, without limitation, a building
 3 permit, use review, site review, subdivision, floodplain development permit, or
 4 wetland permit, until such time as the person submits a declaration of use that is
 5 in a form acceptable to the fire code official.

6 (8) — Section 110.1, "Unlawful acts," is repealed and reenacted to read:

7 **110.1 Violations.**

8 (a) — General Provisions:

9 (1) — ~~No person shall violate a provision of this code, or fail to comply~~
 10 ~~therewith or with any of the requirements thereof. No person shall~~
 11 ~~fail to comply with any order issued by the city manager under this~~
 12 ~~code. No person shall erect, construct, enlarge, alter, extend, repair,~~
 13 ~~move, remove, improve, convert, demolish, equip, use, occupy,~~
 14 ~~maintain, or utilize any building, structure, occupancy, premises,~~
 15 ~~or system in the city or cause or permit the same to be done except~~
 16 ~~in conformity with all of the provisions of this code and in~~
 17 ~~conformity with the terms and conditions of approval issued under~~
 18 ~~this code, or of any directive of the code official.~~

19 (2) — ~~In accordance with the provisions of Section 5-2-11, "Prosecution~~
 20 ~~of Multiple Counts for Same Act," B.R.C. 1981, each day during~~
 21 ~~which illegal construction, alteration, maintenance, occupancy, or~~
 22 ~~use continues, constitutes a separate offense remediable through~~
 23 ~~the enforcement provisions of this code.~~

24 (3) — ~~The owner, tenant, and occupant of a structure or land, and the~~
 25 ~~agents of each of them, are jointly and severally liable for any~~
 26 ~~violation of this code with respect to such structure or land.~~

27 (4) — ~~The remedies for any violation of any provision of this code or of~~
 28 ~~any permit, certificate, or other approval issued under this code or~~
 29 ~~other City of Boulder code or of any directive of the fire code~~
 30 ~~official may be pursued singly or in combination.~~

31 (5) — ~~If any person fails or refuses to pay when due any charge imposed~~
 32 ~~under this section, the fire code official may, in addition to taking~~
 33 ~~other collection remedies, certify due and unpaid charges to the~~
 34 ~~Boulder County Treasurer for collection as provided by Section 2-~~
 35 ~~2-12, "City Manager May Certify Taxes, Charges, and~~
 36 ~~Assessments to County Treasurer for Collection," B.R.C. 1981.~~

37 (6) — ~~The fire code official may charge the cost of any action taken to~~
 38 ~~correct or abate a violation, as authorized by this code, plus up to~~
 39 ~~fifteen percent of such cost for administration, to the property~~
 40 ~~owner. If any property owner fails or refuses to pay when due any~~
 41 ~~charge imposed under this section, the fire code official may, in~~
 42 ~~addition to taking other collection remedies, certify due any unpaid~~

charges, including interest, to the Boulder County Treasurer, to be levied against the person's property for collection by the county in the same manner as delinquent general taxes upon such property are collected, under the procedures described by Section 2-2-12, "City Manager May Certify Taxes, Charges, and Assessments to County Treasurer for Collection," B.R.C. 1981.

(b) ~~Administrative Procedures and Remedies:~~

(1) ~~If the fire code official finds that a violation of any provision of this code or any approval granted under this code exists, the city manager, after notice and an opportunity for hearing under the procedures prescribed by Chapter 1-3, "Quasi-Judicial Hearings," B.R.C. 1981, may take any one or more of the following actions to remedy the violation:~~

(A) ~~Impose a civil penalty according to the following schedule:~~

- (i) ~~For the first violation of the provision or approval, \$100;~~
- (ii) ~~For the second violation of the same provision or approval, \$300; and~~
- (iii) ~~For the third violation of the same provisions or approval, \$1,000.~~

(B) ~~For a violation concerning the use of a residential building under a rental license, revoke such license;~~

(C) ~~Require the filing of a declaration of use as provided in subsection (e); or~~

(D) ~~Issue an order reasonably calculated to ensure compliance with the provisions of this code or any approval granted under this code.~~

(2) ~~Prior to the hearing, the fire code official may issue an order that no person shall perform any work on any structure or land, except to correct any violation found by the fire code official to exist with respect to such structure or land.~~

(3) ~~If notice is given to the fire code official at least forty-eight hours before the time and date set forth in the notice of hearing on any violation that the violation has been corrected, the fire code official will reinspect the structure or land. If the fire code official finds that the violation has been corrected, the manager may cancel the hearing.~~

(4) ~~No person shall fail to comply with any action taken by the fire code official under this section.~~

(e) ~~Criminal Penalties. Violations of this code are punishable as provided in Section 5-2-4, "General Penalties," B.R.C. 1981.~~

1 (d) — ~~Other Remedies. The city attorney may maintain an action for damages,
2 declaratory relief, specific performance, injunction, or any other
3 appropriate relief in the District Court in and for the County of Boulder for
4 any violation of any provision of this code or any approval granted under
5 this code.~~

6 (e) — ~~Declaration of Use. If the fire code official determines that a person is
7 using a structure in a way that might mislead a reasonable person to
8 believe that such use is a use by right or otherwise authorized by this title,
9 the fire code official may require such person to sign under oath a
10 declaration of use that defines the limited nature of the use and to record
11 such declaration in the office of the Boulder County Clerk and Recorder
12 against the title to the land. In addition to all other remedies and actions
13 that the code official is authorized to use under the Boulder Revised Code
14 or other applicable federal, state, or local laws to enforce the provisions of
15 this code, the city manager is authorized to withhold any approval
16 affecting such structure or land, including, without limitation, a building
17 permit, use review, site review, subdivision, floodplain development
18 permit, or wetland permit, until such time as the person submits a
19 declaration of use that is in a form acceptable to the fire code official.~~

20 Section 113.3.3, "Prosecution of violations," is repealed.

21 (9) — ~~Section 110.3.3, "Prosecution of violations," is repealed.~~

22 Section 113.4.1, "Abatement of violationViolation penalties," is repealed and reenacted
23 to read:

24 **113.4.1 Abatement of violation.** In addition to the imposition of the penalties described
25 in Section 113.1, Violations, the fire code official is authorized to institute appropriate
26 action to prevent unlawful construction or to restrain, correct, or abate a violation; or to
27 prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of
28 business, or occupancy of a structure on or about any premises.

29 (10) — ~~Section 110.4, "Violation penalties," is repealed and reenacted to read:~~

30 ~~**110.4 Abatement of violation.** In addition to the imposition of the penalties
31 described in Section 110.1, Violations, the fire code official is authorized to
32 institute appropriate action to prevent unlawful construction or to restrain, correct,
33 or abate a violation; or to prevent illegal occupancy of a structure or premises; or
34 to stop an illegal act, conduct of business, or occupancy of a structure on or about
35 any premises.~~

36 (10+) Chapter 2, "Definitions," is amended by the addition of the following additional
37 definitions. For any definition that already exists, it is repealed and reenacted with
38 the definition listed here:

1 *Accessible Private Drive* means a twenty-foot unobstructed clear width with a twelve-
2 foot hard, all-weather, drivable surface which can support forty tons on ten wheels and has an
SU-30 turning radius for the fire department's fire apparatus.

3 ~~*Attached Dwelling Unit* means a structure which contains more than one dwelling unit
4 regardless of any fire separation features.~~

5 *Ceremonial Fire* means a fire that is used as an indispensable part of a religious
6 ceremony or ritual. The fire must be attended by a qualified individual recognized by the
organization and conducted in a ceremonial fire oven or ceremonial fire pit.

7 *Ceremonial Fire Chantico* is a structure enclosed on three sides by brick, cinderblock,
8 stone, or other non-combustible construction. The oven is covered on the top with non-
combustible construction and contains a chimney at least two feet in height that has a spark
9 arrestor conforming to nationally recognized standards.

10 *Ceremonial Fire Pit* is a three-foot-deep pit that does not exceed ten feet in diameter with
11 a twenty-four-inch horseshoe shaped berm void of vegetation. A five-foot buffer zone surrounds
the berm and is clear of vegetation and/or other combustibles.

12 ~~*Detached Dwelling Unit* means a structure which contains only one dwelling unit
13 together with any building accessory to the dwelling unit, and is structurally independent of other
structures or occupancies, and has a fire separation distance of not less than six feet from other
14 structures.~~

15 *Emergency Vehicle Access Street* means a street meeting the requirements of this code
and the City of Boulder Design and Construction Standards.

16 *Fire Access Distance* means the distance between two hydrants, or the distance from a
17 hydrant to any external portion of any building or buildings, or the distance from the centerline
of a non-dead-end emergency vehicle access street to the point on the curb on such street from
18 which access to such building is gained, measured along public or private (but accessible to fire
equipment) roadways or fire lanes, as would be traveled by motorized firefighting equipment.

19 *Fire code official* means the city manager or the manager's delegate.

20 *Fire Department* or *Municipal Fire Department* means the Fire Department of the City of
21 Boulder, Colorado.

22 ~~*House Behind a House* exists if the dwelling unit is on a lot which does not front on an
23 emergency vehicle access street meeting the requirements of sections 503.1 and 503.2, or the
dwelling unit is not served by a fire lane meeting the requirements of Section 502.1 from an
24 emergency vehicle access street to an entrance to the dwelling unit, and access from the
emergency vehicle access street to the unit is obstructed by any structure.~~

1 *Open Burning* is the burning of materials where visible products of combustion are
 2 emitted directly into the ambient air without passing through a chimney from a fireplace built in
 compliance with the City of Boulder Building Code.

3 *Portable Appliance* means any appliance that is designed to be moved or relocated on a
 4 daily basis without any special knowledge. This includes, but is not limited to, box or oscillating
 fans, power tools, vacuum cleaners, and floor polishers.

5 ~~*Sky Lantern* means an unmanned device, whether tethered or untethered, made of paper
 6 or other thin material with a frame that contains a candle or other fuel source which creates an
 7 open flame or other heat source designed to heat the air inside the device, causing it to lift into
 the air in a manner similar to a hot air balloon.~~

8 ~~*Unobstructed by Any Structure Above Grade* means that no structure blocks the view so
 9 that there is not at least one entire face of the building substantially visible in a direct line over
 10 the lot upon which the building sits from the nearest emergency vehicle access street, and no
 11 structure would significantly interfere with a stream of water being sprayed on the building by a
 12 nozzle mounted on a fire truck parked on the nearest emergency vehicle access street. For the
 purposes of this definition, a legal fence shall not be considered an obstruction if it has a gate
 which opens at least three feet wide, which is not locked, and through which firefighters on foot
 have ready access to the building within the distance limitations.~~

13 (112) **304.1.1 Valet trash** is repealed and reenacted to read:

14 Valet trash collection shall be permitted only where approved. The owner and
 15 valet trash collection service provider shall comply with Appendix O as adopted
 and amended.

16 (12) **304.1.1.1 Permits Required** is added to read:

17 **Permits required.** An operational permit shall be obtained from the fire code
 18 official in accordance with Section 105.5.58 prior to contracting and using valet
 19 trash services. Operational permit will be issued to the owner or the owner's
designated representative for the property where the services will be used.

20 (143) 307, "Open burning, recreational fires, and portable outdoor fireplaces," is
 repealed and reenacted to read:

21 **307 Open burning and recreational fires.**

22 (1) No person shall kindle or maintain outside of a habitable building or
 23 outside of an exterior fireplace built in accordance with the City of
 24 Boulder Building Code any bonfire or burn or permit to be burned any
 25 trash, paper, rubbish, wastepaper, wood, weeds, brush, plants, or other
 combustible or flammable material anywhere within the city limits or
 anywhere on city property outside of the city limits, except when:

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- (a) The burning is in the course of an agricultural operation in the growing of crops as a gainful occupation and presents no fire hazard to other property in the vicinity;
- (b) The burning is a smokeless ~~flare~~flare, or a safety flare used to indicate some danger to the public;
- (c) The burning is a training fire conducted by the fire department, or is a training fire conducted by another fire department, or privately for industrial or commercial fire training purposes; or
- (d) The burning is solely for the purpose of fuel mitigation to alleviate wildland fire ~~potential~~, or potential or weed abatement to assist restoration of native plants.
- (e) The burning is part of a "ceremonial fire" where all the following are met:
 1. A permit must be obtained from Boulder Fire Rescue Department;
 2. Fire must be contained in a ceremonial fire pit or a ceremonial chantico;
 3. A water source with a garden hose attached and charged must be readily available and can reach all parts of the ceremonial fire;
 4. Ceremonial fire must be extinguished if winds exceed 15 mph; and
 5. Ceremonial fire must adhere to all state and county requirements for air quality and burn restrictions.

(2) Mobile or portable type outdoor fireplaces are prohibited to use within the city limits or anywhere on city property outside of the city limits.

~~(14) Section 308.1.6.3 is repealed and reenacted to read:~~

~~**308.1.6.3 Sky lanterns.** No person shall use any sky lantern within the City of Boulder, or anywhere on city-owned property outside of city limits, including Open Space and Mountain Parks land.~~

Section 308.1.7 "Sky lanterns" is repealed and reenacted to read:

308.1.7 Sky lanterns. No person shall use any sky lantern(s) within the City of Boulder, or anywhere on city-owned property outside of city limits, including Open Space and Mountain Parks land.

~~(14) Exceptions 1, 2 and 3 to Section 311.2.2, "Fire protection," are repealed.~~

(15) **322.4 Battery charging areas:** is amended by the addition of the following:

1 9. The indoor room or area shall be protected with an automatic fire sprinkler
2 system designed as an ordinary group II hazard and a maximum sprinkler area
3 coverage of 100 square feet.

4 (176) A new Section 401.9, "Fire alarm fees," is added to read:

5 **401.9 Fire alarm fees.**

6 (a) After the fire department has responded to two nuisance alarms from the
7 fire alarm system from any property or address in any calendar year, the
8 city manager may impose a charge for each additional response to an
9 alarm which originates from the property during the same calendar year, in
10 accordance with the schedule prescribed by Section 4-20-52, "Fire Code
11 Permit and Inspection Fees," B.R.C. 1981.

12 (b) The city manager may waive a charge imposed for a nuisance fire alarm
13 response if the property owner of record demonstrates that such alarm was
14 caused by a fire or the threat of a fire, or that such alarm was not under the
15 property owner's control. It shall not be a defense that the alarm system is
16 malfunctioning, unless the owner or manager is able to demonstrate that
17 said alarm system is currently being serviced to remedy the problems
18 being encountered.

19 (c) If any fee is not paid within thirty days after demand therefor has been
20 mailed to the record owner of the building, the city manager may certify
21 the amount due to the County Treasurer pursuant to Section 2-2-12, "City
22 Manager May Certify Taxes, Charges, and Assessments to County
23 Treasurer for Collection," B.R.C. 1981.

24 (187) Section 503.2.1, "Dimensions," is repealed and reenacted to read:

25 **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not
less than twenty feet (6,096 mm), except for approved security gates in accordance with
Section 503.6, and an unobstructed vertical clearance of not less than fifteen feet (4,572
mm).

 (198) Section 507.5.1, "Where required," is repealed and reenacted to read:

507.5.1 Where required. Location and spacing of fire hydrants will be in accordance
with the City of Boulder Design and Construction Standards.

 (2019) Section 510.4.1.1 is repealed and reenacted to read:

510.4.1.1 Minimum signal strength into the building. ~~A minimum signal strength of~~
~~95 dBm shall be receivable within the building.~~

The minimum downlink signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The downlink signal level shall be a minimum of -95 dBm throughout the coverage area and sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.0 throughout the coverage area using either narrow band analog, digital or wideband LTE signals or an equivalent bit error rate (BER), or signal-to-interference-plus-noise ratio (SINR) applicable to the technology for either analog or digital signals.

(240) Section 5140.4.1.2 is repealed and reenacted to read:

510.4.1.2 Minimum signal strength out of the building. A minimum signal strength of -95 dBm shall be received by the agency's radio system ~~with transmitted from within the building.~~

~~(21) Section 603.4, "Portable unvented heaters," is repealed and reenacted to read:~~

~~**603.4 Portable unvented heaters.** Portable unvented fuel-fired heating equipment are prohibited inside any occupied structure.~~

(21) Section 901.6, "Inspection, testing and maintenance," is amended by the addition of the following:

If any building, structure, or portion of the same is protected by a fire detection, alarm, and extinguishing system, or the owner has agreed with the city manager so to protect the building or structure or portion thereof, then no person shall shut off or disable such system except as authorized under Section 11-1-45, "Water to Be Shut Off for Failure to Pay," B.R.C. 1981, and no owner, manager, or tenant of such space shall fail to prevent the shutting off or disabling of such system. It is a specific defense to a charge of violation of this section that the system was shut off in order to perform maintenance work on the system, that it was shut off for the minimum period of time necessary to perform such work, and that maintenance personnel were on the premises performing such work during the entire time the system was shut off. The minimum penalty for violation of this section, no portion of which may be suspended, is a fine of \$1,000.

(232) Section 903 is amended by the addition of the following:

Any new building or change of occupancy of an existing building that does not have approved fire department access as required by the fire code may be required by the fire code official to have an automatic fire sprinkler system installed regardless of the building size.

(243) Section 903.1 is repealed and reenacted to read:

903.1 General. An automatic sprinkler system shall be installed in the occupancies and locations as set forth in this section.

1 (254) The first sentence of Section 903.2 is repealed and reenacted to read:

2 Approved automatic sprinkler system in new buildings and structures shall be provided in
3 the locations described in Sections 903.2.1 through 903.2.156.

4 (265) Section 903.2.1 is amended by the addition of the following:

5 **903.2.1 Group A.** All basements classified as, or a part of, a Group A occupancy shall be
6 provided with an automatic sprinkler system regardless of the gross square footage.

7 (a) Section 903.2.1.1 Group A-1, #1 is repealed and reenacted to read:

8 1. The fire area exceeds 2,000 square feet (185.8 m²)

9 (b) Section 903.2.1.2 Group A-2, #1 is repealed and reenacted to read:

10 1. The fire area exceeds 2,000 square feet (185.8 m²)

11 (c) Section 903.2.1.3 Group A-3, #1 is repealed and reenacted to read:

12 1. The fire area exceeds 2,000 square feet (185.8 m²)

13 (d) Section 903.2.1.4 Group A-4, #1 is repealed and reenacted to read:

14 1. The fire area exceeds 2,000 square feet (185.8 m²)

15 (276) Section 903.2.32, Group ~~E~~, B is repealed and reenacted to read:

16 ~~An automatic sprinkler system shall be provided for Group E occupancies as follows:~~

17 (a) ~~Throughout all Group E fire areas greater than 2,000 square feet (185.8 m²)~~
18 ~~in area.~~

19 (b) ~~The Group E fire area is located on a floor other than a level of exit~~
20 ~~discharge serving such occupancies.~~

21 (c) ~~The Group E fire area has an occupant load of 300 or more.~~

22 (d) ~~All basements classified as, or a part of, a Group E occupancy shall be~~
23 ~~provided with an automatic sprinkler system regardless of the gross square~~
24 ~~footage.~~

25 An automatic sprinkler system shall be provided for all new Group B occupancies greater
than 2,000 square feet (185.8m²) and as required by Sections 903.2.2.1 and 903.2.2.2.

(278) Section 903.2.43, Group ~~F-1~~, E, is repealed and reenacted to read:

~~An automatic sprinkler system shall be provided throughout all new Group F occupancies~~
~~greater than 2,000 square feet (185.8 m²).~~

An automatic sprinkler system shall be provided for Group E occupancies as follows:

(a) Throughout all Group E fire areas greater than 2,000 square feet (185.8
m²) in area.

- (b) The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.
- (c) The Group E fire area has an occupant load of 300 or more.
- (d) All basements classified as, or a part of, a Group E occupancy shall be provided with an automatic sprinkler system regardless of the gross square footage.

(298) ~~Section 903.2.74, Group MF-1, #1 is repealed and reenacted to read:~~
~~An automatic sprinkler system shall be provided throughout all Group M occupancies greater than 2,000 square feet (185.8 m²).~~

1. A group F-1 fire area exceeds 2,000 square feet (185.5 m²)(29)

(29) 903.2.4.1, Woodworking operations, is repealed and reenacted to read:

An automatic sprinkler system shall be provided throughout all GroupF-1 occupancy fire areas that contain woodworking operations in excess of 2,000 square feet (185.8 m²) in area that generate finely divided combustible waste or use finely divided combustible materials.

(30) 903.2.4.3, Group F-1 upholstered furniture or mattresses, is repealed and reenacted to read:

An automatic sprinkler system shall be provided throughout a Group F-1 fire area that exceeds 2,000 square feet (185.8 m²) used for the manufacture of upholstered furniture or mattresses.

~~(3029) Section 903.2.8 is amended by the addition of the following:~~

- ~~(a) — Detached one and two family dwellings and multiple single family dwellings (townhomes) not more than three stories above grade plane in height with a separate means of egress and their accessory structure shall comply with the fire sprinkler system requirements of the City of Boulder Residential Building Code.~~
- ~~(b) — An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire areas.~~

~~(30) — Section 903.2.9, Group S-1, is repealed and reenacted to read:~~

~~An automatic sprinkler system shall be provided throughout all Group S-1 occupancies greater than 2,000 square feet (185.8 m²), including, but not limited to, repair garages.~~

(31) Section 903.2.107, Group S-2M, is repealed and reenacted to read:

An automatic sprinkler system shall be provided throughout all Group S-2 occupancies greater than 2,000 square feet (185.8 m²).

1
2 An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

- 3 1. A Group M fire area exceeds 2,000 square feet (185.8 m²).
- 4 2. A Group M fire area is located more than three stories above grade plane.
- 5 3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 2,000 square feet (185.8 m²).

6 ~~(32) A new Section 903.2.13, "Group U occupancies," is added to read:~~

7 ~~**903.2.13 Group U occupancies.** An automatic sprinkler system shall be provided throughout all new Group U occupancies greater than 2,000 gross square feet (185.8 m²).~~

9 903.2.7.2 Group M upholstered furniture or mattresses is repealed and reenacted to read:

11 An automatic sprinkler system shall be provided throughout a Group M fire area where the area used for the display and sale of upholstered furniture or mattresses exceeds 2,000 square feet (185.8 m²).

13 ~~(33) A new Section 903.2.14, Group B Occupancies, is added to read:~~

14 ~~**Section 903.2.14 Group B Occupancies.** An automatic sprinkler system shall be provided throughout all new Group B occupancies greater than 2,000 gross square feet (185.8m²).~~

16 Section 903.2.8, Group R, is amended by the addition of the following:

17 (a) Detached one- and two-family dwellings and multiple single-family dwellings (townhomes) not more than three stories above grade plane in height with a separate means of egress and their accessory structure shall comply with the fire sprinkler system requirements of the City of Boulder Residential Building Code.

20 (b) An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire areas.

21 ~~(34) A new Section 903.2.15 is added to read:~~

22 ~~**903.2.15.** Any occupancy, structure, or unit required to be protected by a sprinkler system by one provision of the fire code or the building code, and falling within an exception to a requirement of such protection to any other provision of the fire code or building code, shall be so protected.~~

1 Section 903.2.9, Group S-1, is repealed and reenacted to read:

2 An automatic sprinkler system shall be provided throughout all buildings
 3 containing a Group S-1 occupancy where one of the following conditions exists:

- 4 1. A Group S-1 fire area exceeds 2,000 square feet (185.8 m²).
- 5 2. A Group S-1 fire area is located more than three stories above
grade plane.
- 6 3. The combined area of all Group S-1 fire areas on all floors,
including any mezzanines, exceeds 2,000 square feet (185.8 m²).
- 7 4. A Group S-1 fire area used for the storage of commercial motor
vehicles where the fire area exceeds 2,000 square feet (185.8 m²).
- 8 5. A Group S-1 fire area used for the storage of lithium-ion or lithium
metal batteries or any equipment containing lithium-ion or lithium
metal batteries including vehicles, micro-mobility devise and
energy storage systems.

9
 10 (35) ~~A new Section 903.2.16 is added to read:~~

11 ~~**903.2.16.** If the floor area of an addition to any existing occupancy as described in~~
 12 ~~Sections 903.1 through 903.2.14 above is greater than either fifty percent of the~~
 13 ~~existing gross floor area or 2,000 square feet, and the total altered structure would~~
 14 ~~be required to be protected by a sprinkler system by this section if it were new~~
 15 ~~construction, then the entire addition shall be protected throughout by an~~
 16 ~~approved and supervised automatic sprinkler system, installed in accordance with~~
 17 ~~Section 903.3.1. Said sprinkler system shall be continuous throughout the addition~~
 18 ~~up to a fire barrier built in accordance with the building code for that occupancy.~~

16 Section 903.2.9.1, Repair garages, is repealed and reenacted to read:

17 An automatic sprinkler system shall be provided throughout all buildings used as
 18 repair garages in accordance with Section 406.8 of the International Building
 19 Code, as shown:

- 20 1. Buildings having two or more stories above grade plane, including
basement, with fire area containing a repair garage exceeding
2,000 square feet (185.8 m²).
- 21 2. Buildings not more than one story above grade plane, with a fire
area containing a repair garage exceeding 2,000 square feet (185.8
m²).
- 22 3. Buildings with repair garages servicing vehicles parked in
basements.
- 23 4. A Group S-1 fire used for the repair of commercial motor vehicles
where the fire area exceeds 2,000 square feet (185.8 m²)
- 24 5. A Group S-1 fire area used for the storage of lithium-ion or lithium
metal powered vehicles.

1 (36) ~~Section 903.3.1.1.1 Exception 4 is repealed.~~

2 Section 903.2.9.4, Group S-1 upholstered furniture and mattresses, is repealed and
3 reenacted to read.

4 An automatic sprinkler system shall be provided throughout a Group S-1 fire area
5 where the area used for the storage of upholstered furniture or mattresses exceeds
6 2,000 square feet (185.8 m²).

7 Exception: New self-service storage facilities not greater than on story
8 above grade plane and separated by a fire barrier per the International
9 Building Code every 2,000 square feet (185.8 m²)

10 (37) Section 903.2.10, Group S-2 Parking Garages, is repealed and reenacted to read:

11 An automatic sprinkler system shall be provided throughout buildings classified
12 as parking garages where any of the following conditions exist:

13 1. Where the fire area of the enclosed parking garage, in accordance with
14 section 406.6 of the International Building Code, exceeds 2,000 square
15 feet (185.8 m²) ~~3.1.2.3, #4 – Subsections 4.2 and 4.5 are repealed.~~

16 2. Where the enclosed parking garage, in accordance with Section 406.6 of
17 the International Building Code, is located beneath other groups

18 Exception: Enclosed parking garages located beneath Group R-3
19 occupancies.

20 3. Where the fire area of the open parking garage, in accordance with Section
21 406.5 of the International Building Code, exceeds 2,000 square feet (185.8
22 m²).

23 (38) Section 903.2.10.1, Commercial parking garages, is repealed and reenacted to read:

24 An automatic sprinkler system shall be provided throughout buildings used for
25 storage of commercial motor vehicles where the fire area exceeds 2,000 square
26 feet (185.8 m²) ~~Section 903.3.5.2 is repealed and reenacted to read:~~

27 ~~**903.3.5.2 Residential combination services.** Combination of domestic and fire~~
28 ~~service lines shall be in accordance with the City of Boulder Design and~~
29 ~~Construction Standard.~~

30 (39) ~~Section 903.4.1, "Monitoring," is repealed and reenacted to read:~~

1 ~~**903.4.1 Monitoring.** Alarm, supervisory and trouble signals shall be distinctly~~
2 ~~different and shall be automatically transmitted to an Underwriters Laboratory~~
3 ~~listed supervising station.~~

3 **Exceptions:**

- 4 1. ~~Underground key or hub valves in roadway boxes provided~~
5 ~~by the municipality or public utility need not be supervised.~~
- 6 2. ~~Systems installed in accordance with NFPA 13D.~~

6 A new Section 903.2.13, "Group U occupancies," is added to read:

7 **903.2.13 Group U occupancies.** An automatic sprinkler system shall be provided
8 throughout all new Group U occupancies greater than 2,000 gross square feet
9 (185.8 m²).

9 (40) ~~Section 903.4.2, "Alarms," is repealed and reenacted to read:~~

10 ~~**903.4.2 Alarms.** Approved audible and visual devices shall be connected to every~~
11 ~~new automatic sprinkler system. Such sprinkler water flow alarm devices shall be~~
12 ~~activated by water flow equivalent to the flow of a single sprinkler of the smallest~~
13 ~~orifice size installed in the system. Alarm devices shall be provided in the interior~~
14 ~~of the building in accordance with NFPA 72 and on the exterior of the building in~~
15 ~~an approved location. Where a fire alarm system is installed, actuation of the~~
16 ~~automatic sprinkler shall actuate the building fire alarm system.~~

14 A new Section 903.2.14 is added to read:

15 **903.2.14.** Any occupancy, structure, or unit required to be protected by a sprinkler
16 system by one provision of the fire code or the building code and falling within an
17 exception to a requirement of such protection to any other provision of the fire
18 code or building code, shall be so protected.

18 (41) ~~A new Section 903.7, "Response time sprinkler requirement," is adopted to read:~~

19 ~~**903.7 Response time sprinkler requirement.**~~

- 20 (a) ~~It is the city's goal, as reflected in the Boulder Valley Comprehensive~~
21 ~~Plan's urban fire service criteria, that land not be annexed unless the~~
22 ~~response travel time for service is normally four minutes or less.~~
23 ~~Nonetheless, there may be occasions when annexation outside the existing~~
24 ~~four minute travel time but within six minutes or less is allowed due to~~
25 ~~special circumstances, in the city's best interest. Before such land is~~
~~annexed, consideration must be given to the need for and provision of~~
~~additional fire stations and equipment to serve properly the area being~~
~~annexed and to bring it within the four minute travel time eventually.~~

Protection by a sprinkler system as required by subsection (e) below is a temporary substitute, and is not intended to eliminate the requirement for additional fire stations and equipment.

(b) Land used or to be used for residential purposes will not normally be annexed if it is outside the four minute travel time unless excepted from this policy by subsection (d) below. All new dwelling units on land annexed outside the four minute travel time shall be protected by an automatic fire sprinkler system.

(c) On land annexed after the effective date of this chapter and not excepted under subsection (d) below, all new nonresidential construction and any existing nonresidential structures shall be provided throughout with an approved and supervised fire sprinkler system installed in accordance with Section 903.3.1 adopted in Chapter 10-8, "Fire Code," B.R.C. 1981, if such land is outside of the four minute travel time from city fire stations housing at least one pumper which is rated at one thousand gallons per minute pumping capacity or greater, and which requires a crew of three or more for proper operation.

(d) The requirements of this Section may be waived by the city council by a provision doing so in an annexation agreement incorporated into an annexation ordinance if, in the opinion of the city council, it is in the city's best interest to do so because:

(1) Of changed or special conditions;

(2) The land to be annexed is located on Arapahoe Avenue west of the city; or

(3) The land to be annexed is below the blue line, west of Broadway, south of Norwood Avenue, and north of Table Mesa Drive.

Exceptions (2) and (3) above reflect the fact that it is not anticipated that new fire stations will be constructed to bring these areas within the six minute limit. In other areas, it is anticipated that new fire stations will eventually be constructed or upgraded to bring the service area within this limit.

A new Section 903.2.15 is added to read:

903.2.15. If the floor area of an addition to any existing occupancy as described in Sections 903.1 through 903.2.13 above is greater than either fifty percent of the existing gross floor area or 2,000 square feet, and the total altered structure would be required to be protected by a sprinkler system by this section if it were new construction, then the entire addition shall be protected throughout by an approved and supervised automatic sprinkler system, installed in accordance with Section 903.3.1. Said sprinkler system shall be continuous throughout the addition up to a fire barrier built in accordance with the building code for that occupancy.

(42) Section 903.3.1.1.1 Exception 3 is repealed. A new Section 903.8, Fire suppression systems, is added to read:

903.8 Fire suppression systems. ~~All existing structures in the following categories shall be protected throughout by an approved and supervised automatic sprinkler system installed in accordance with the provisions of Section 903.3.1. Except that any structure or portion thereof required by this section to be so protected prior to the effective date of Ordinance No. 7566, shall be immediately so protected:~~

- ~~(a) — R-1 and R-2 occupancies greater than fifty-five feet high.~~
- ~~(b) — Hotels and motels. Exceptions: One- and two-story structures, and three-story structures with an exterior exit balcony for all rooms above grade.~~
- ~~(c) — Congregate residences classified as Group R-4.~~
- ~~(d) — Group I-1 and I-2 occupancies as defined in the fire code.~~
- ~~(e) — Basements greater than 2,000 gross square feet.~~

~~Exception 1. Basements below R occupancies.~~

~~Exception 2. Basements used exclusively for "services to the building," such as electric meters, compressors, and so forth. But "services to the building" shall not include any storage (either combustible or noncombustible), nor routine human occupancy.~~

~~Exception 3. Basements where there is provided at least 20 square feet of opening entirely above the adjoining ground level in each fifty lineal feet or fraction thereof of exterior wall in the basement on at least one side of the building. Openings shall have a minimum dimension of not less than 30 inches, and shall be accessible to the fire department from the exterior, and shall not be obstructed in a manner that firefighting or rescue cannot be accomplished from the exterior.~~

~~When openings are provided on only one side and the opposite wall of said basement is more than seventy-five feet from such openings, said basement shall be provided with an approved automatic sprinkler system, or openings as specified above shall be provided on at least two sides of an exterior wall of the basement.~~

- ~~(f) — All Group A occupancies used primarily for dining, drinking, or motion picture viewing shall be protected throughout by an approved and supervised automatic sprinkler system installed in accordance with the provisions of Section 903.3.1 when said Group A occupancy is greater than 2,000 gross square feet in size.~~

~~For Group A occupancies described in this part (f) not currently provided with complete automatic sprinkler protection, this paragraph shall take effect during a remodel or renovation which 1) requires one or more building permits with a combined valuation (labor and materials) of \$30 per square foot or more within~~

any calendar year, and 2) necessitates business closure for a combined period of five calendar days or more, in the aforementioned calendar year.

(43) Section 907.6.6 is repealed and reenacted to read:

907.6.6 Monitoring. Fire alarm systems shall be supervised by an Underwriters Laboratory listed supervising station or a Proprietary Supervising Station Alarm System meeting all of the requirements in NFPA 72, *The National Fire Alarm and Signaling Code*.

Exception: Monitoring by a supervising station is not required for:

(1) — Single and multiple station smoke alarms required by Section 907.2.10.

(2) — Automatic sprinklers systems in one and two family dwellings.

Section 903.3.1.2.3, Attics, #4 - Subsections 4.2 and 4.5 are repealed.

(44) Section 1103.5, Sprinkler systems, is repealed and reenacted to read:

1103.5 Sprinkler systems. The automatic sprinkler system requirements set forth in Sections 903.1 and 903.2 of this code shall be complied with in existing buildings where the occupancy or use, as defined in Chapter 2 of the Existing Building Code of the City of Boulder, changes in a fire area exceeding 2,000 square feet.

Exception: Changes of occupancy or use which are a lower relative hazard per Table 1011.4 of the City of Boulder Existing Building Code and the new occupancy or use is not required to be provided with an automatic sprinkler system by other provisions of the City of Boulder Building Code or the City of Boulder Existing Building Code.

Section 903.3.5.2, Residential combination services, is repealed and reenacted to read:

903.3.5.2 Residential combination services. Combination of domestic and fire service lines shall be in accordance with the City of Boulder Design and Construction Standard.

(45) Section 1204.2.1.1, Pathways to ridge, is repealed and reenacted to read:

1204.2.1.1, Pathways to ridge. No fewer than two 30-inch wide (914 mm) pathways on separate roof planes, from the lowest roof edge to ridge, shall be provided on all buildings. At least one pathway shall be provided on the street or driveway side of the roof. For each roof plane with a photovoltaic array, at least one 30-inch wide (914 mm) pathway from lowest roof edge to ridge shall be provided on the same roof plane as the photovoltaic array, on an adjacent roof plane or straddling the same and adjacent roof plane.

All access pathways required under this section shall be provided in a structurally strong location on the building capable of supporting the live load of fire fighters accessing the roof.

Section 903.4.2, "Monitoring," is repealed and reenacted to read:

903.4.2 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an Underwriters Laboratory listed supervising station.

- (46) Section 1204.2.1.2, ~~Setbacks at ridge~~, is repealed and reenacted to read: **1204.2.1.2, Setbacks at ridge.** Not less than a 12-inch wide setback is provided on each side of the horizontal ridge.

Section 903.4.3, "Alarms," is repealed and reenacted to read:

903.4.3 Alarms. Approved audible and visual devices shall be connected to every new automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided throughout the interior of the building in accordance with NFPA 72 and at least one on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler shall actuate the building fire alarm system.

Exception: Automatic sprinkler systems protecting one-and two-family dwellings.

- (47) Section 1204.2.1.3, ~~Alternative setbacks at ridge~~, is repealed.

A new Section 903.7, "Response time sprinkler requirement," is adopted to read:

903.7 Response time sprinkler requirement.

- (a) It is the city's goal, as reflected in the Boulder Valley Comprehensive Plan's urban fire service criteria, that land not be annexed unless the response travel time for service is normally four minutes or less. Nonetheless, there may be occasions when annexation outside the existing four-minute travel time but within six minutes or less is allowed due to special circumstances, in the city's best interest. Before such land is annexed, consideration must be given to the need for and provision of additional fire stations and equipment to serve properly the area being annexed and to bring it within the four-minute travel time eventually. Protection by a sprinkler system as required by subsection (c) below is a

temporary substitute and is not intended to eliminate the requirement for additional fire stations and equipment.

(b) Land used or to be used for residential purposes will not normally be annexed if it is outside the four-minute travel time unless excepted from this policy by subsection (d) below. All new dwelling units on land annexed outside the four-minute travel time shall be protected by an automatic fire sprinkler system.

(c) On land annexed after the effective date of this chapter and not excepted under subsection (d) below, all new nonresidential construction and any existing nonresidential structures shall be provided throughout with an approved and supervised fire sprinkler system installed in accordance with Section 903.3.1 adopted in Chapter 10-8, "Fire Code," B.R.C. 1981, if such land is outside of the four-minute travel time from city fire stations housing at least one pumper which is rated at one thousand gallons per minute pumping capacity or greater, and which requires a crew of three or more for proper operation.

(d) The requirements of this Section may be waived by the city council by a provision doing so in an annexation agreement incorporated into an annexation ordinance if, in the opinion of the city council, it is in the city's best interest to do so because:

- (1) Of changed or special conditions;
- (2) The land to be annexed is located on Arapahoe Avenue west of the city; or
- (3) The land to be annexed is below the blue line, west of Broadway, south of Norwood Avenue, and north of Table Mesa Drive.

Exceptions (2) and (3) above reflect the fact that it is not anticipated that new fire stations will be constructed to bring these areas within the six-minute limit. In other areas, it is anticipated that new fire stations will eventually be constructed or upgraded to bring the service area within this limit.

(48) ~~Section 5601.2.4.2, "Fireworks," is amended by the addition of the following:~~

~~The city manager shall require a certificate of insurance to protect persons and property from death or injury as a result of the fireworks display, in an amount not less than \$1,000,000 general liability per occurrence and \$2,000,000 aggregate limit. The insurance shall cover any liability of the city or any employee or agent thereof arising out of or connected with the permit and the fireworks display permitted thereunder. Before any permit for a fireworks display is issued, the applicant shall comply with the provisions of this section.~~

A new Section 903.8, Fire suppression systems, is added to read:

903.8 Fire suppression systems. All existing structures in the following categories shall be protected throughout by an approved and supervised automatic sprinkler system installed in accordance with the provisions of Section 903.3.1. Except that any structure or portion thereof required by this section to be so protected prior to the effective date of Ordinance No. 7566, shall be immediately so protected:

- (a) R-1 and R-2 occupancies greater than fifty-five feet high.
- (b) Hotels and motels. Exceptions: One- and two-story structures, and three-story structures with an exterior exit balcony for all rooms above grade.
- (c) Congregate residences classified as Group R-4.
- (d) Group I-1 and I-2 occupancies as defined in the fire code.
- (e) Basements greater than 2,000 gross square feet.

Exception 1. Basements below R occupancies.

Exception 2. Basements used exclusively for "services to the building," such as electric meters, compressors, and so forth. But "services to the building" shall not include any storage (either combustible or noncombustible), nor routine human occupancy.

Exception 3. Basements where there is provided at least 20 square feet of opening entirely above the adjoining ground level in each fifty lineal feet or fraction thereof of exterior wall in the basement on at least one side of the building. Openings shall have a minimum dimension of not less than 30 inches and shall be accessible to the fire department from the exterior and shall not be obstructed in a manner that firefighting or rescue cannot be accomplished from the exterior.

When openings are provided on only one side and the opposite wall of said basement is more than seventy-five feet from such openings, said basement shall be provided with an approved automatic sprinkler system, or openings as specified above shall be provided on at least two sides of an exterior wall of the basement.

- (f) All Group A occupancies used primarily for dining, drinking, or motion picture viewing shall be protected throughout by an approved and supervised automatic sprinkler system installed in accordance with the provisions of Section 903.3.1 when said Group A occupancy is greater than 2,000 gross square feet in size.

For Group A occupancies described in this part (f) not currently provided with complete automatic sprinkler protection, this paragraph shall take effect during a

remodel or renovation which 1) requires one or more building permits with a combined valuation (labor and materials) of \$30 per square foot or more within any calendar year, and 2) necessitates business closure for a combined period of five calendar days or more, in the aforementioned calendar year.

(49) Chapter 80, Referenced Standards, is amended by the addition of the following:

8001 NFPA Standards. In every case where this code references a standard published by the National Fire Protection Association (NFPA), the most current edition of the referenced standard is hereby adopted. The most current edition of the referenced NFPA standard shall become effective on January 1st following the publication and release of the standard.

Section 907.6.6, Monitoring, is repealed and reenacted to read:

907.6.6 Monitoring. Fire alarm systems shall be supervised by an Underwriters Laboratory listed supervising station or a Proprietary Supervising Station Alarm System meeting all of the requirements in NFPA 72, *The National Fire Alarm and Signaling Code*.

Exception: Monitoring by a supervising station is not required for:

- (1) Single and multiple-station smoke alarms required by Section 907.2.11.
- (2) Automatic sprinklers systems in one- and two-family dwellings.

(50) Section 1103.5, Sprinkler systems, is repealed and reenacted to read:

1103.5 Sprinkler systems. The automatic sprinkler system requirements set forth in Sections 903.1 and 903.2 of this code shall be complied with in existing buildings where the occupancy or use, as defined in Chapter 2 of the Existing Building Code of the City of Boulder, changes in a fire area exceeding 2,000 square feet.

Exception: Changes of occupancy or use which are a lower relative hazard per Table 1011.5 of the City of Boulder Existing Building Code and the new occupancy or use is not required to be provided with an automatic sprinkler system by other provisions of the City of Boulder Building Code or the City of Boulder Existing Building Code.

(51) A new section 1108, Battery Storage, is added to read:

Battery storage. Existing battery storage areas containing lithium-ion and lithium metal batteries shall comply with Section 320.

(52) A new Section 1109, Micro Mobility Devices, is added to read:

1 **Micro Mobility Devices.** Existing lithium-ion and lithium metal battery powered
2 micro mobility devices shall be operated and maintained in accordance with
3 Section 322.

4 (53) Section 1205.2.1.1, Pathways to ridge, is repealed and reenacted to read:

5 **1205.2.1.1, Pathways to ridge.** No fewer than two 30-inch-wide (914 mm)
6 pathways on separate roof planes, from the lowest roof edge to ridge, shall be
7 provided on all buildings. At least one pathway shall be provided on the street or
8 driveway side of the roof. For each roof plane with a photovoltaic array, at least
9 one 30-inch-wide (914 mm) pathway from lowest roof edge to ridge shall be
10 provided on the same roof plane as the photovoltaic array, on an adjacent roof
11 plane or straddling the same and adjacent roof plane.

12 All access pathways required under this section shall be provided in a structurally
13 strong location on the building capable of supporting the live load of fire fighters
14 accessing the roof.

15 (54) Section 1205.2.1.2, Setbacks at ridge, is repealed and reenacted to read:

16 **1205.2.1.2, Setbacks at ridge.** Not less than a 12-inch-wide setback is provided
17 on each side of the horizontal ridge.

18 (55) Section 1205.2.1.3, Alternative setbacks at ridge, is repealed.

19 (56) Section 5307.1, General, is repealed and reenacted to read:

20 General. Compressed gases in storage or use not regulated by this material-
21 specific provisions of Chapters 6, 54, 55 and 60 through 67, including asphyxiant,
22 irritant and radioactive gasses, shall comply with this section in addition to other
23 requirements of this chapter. The provisions of this chapter shall apply to new or
24 existing systems.

25 (57) Section 5307.3, Insulated liquid carbon dioxide systems used in beverage
 dispensing applications, is repealed and reenacted to read:

5307.3 Liquid carbon dioxide systems used in beverage dispensing
 applications. Liquid carbon dioxide systems used in beverage dispensing
 applications. Liquid carbon dioxide systems with more than 100 pounds (45.4 kg)
 of carbon dioxide used in beverage dispensing applications shall comply with
 Section 5307.3.1

(58) Section 5601.2.4.2, "Fireworks display," is amended by the addition of the
 following:

The city manager shall require a certificate of insurance to protect persons and property from death or injury as a result of the fireworks display, in an amount not less than \$1,000,000 general liability per occurrence and \$2,000,000 aggregate limit. The insurance shall cover any liability of the city, or any employee or agent thereof arising out of or connected with the permit and the fireworks display permitted thereunder. Before any permit for a fireworks display is issued, the applicant shall comply with the provisions of this section.

(59) Chapter 80, Referenced Standards, is amended by the addition of the following:

8001 NFPA Standards. In every case where this code references a standard published by the National Fire Protection Association (NFPA), the most current edition of the referenced standard is hereby adopted. The most current edition of the referenced NFPA standard shall become effective on January 1st following the publication and release of the standard.

(60) Appendix O is adopted and amended with the addition of the following sections:

O102.4, Capacity limit, is amended by the addition of the following:

O102.4.1 Quantities more than the capacity limit. Trash and recyclables not able to fit within the approved container with a closed lid, shall not be left within the corridor.

A new section, O102.6 Container lids, is added:

All valet trash and recycling container lids shall be self-closing.

O104, Additional Requirements, is amended by the addition of the following:

O104.4. Automatic sprinkler systems. An automatic sprinkler system shall be installed in accordance with Chapter 9.

O104.5. Door closing. Each dwelling unit shall have an operable self-closing door from the living space to the corridor. Doors shall close from a fully open position and latch automatically.

O104.6. Emergency planning and preparedness. Each complex shall create an emergency guide describing the location, function, and use of fire protection equipment and appliance available for use by residents, including fire alarm systems, smoke alarms, and portable fire extinguishers. Guides shall include fire evacuation plans in accordance with Section 404.2.1 and fire safety plans in accordance with Section 404.2.2 for each dwelling and distributed to each resident.

1 Section 15. Section 10-9-1, "Legislative Intent," B.R.C. 1981, is amended to read as
2 follows:

3 **10-9-1. Legislative Intent.**

4 The purpose of this chapter is to protect the public health and safety by regulating the
5 installation, alteration, and repair of heating, ventilating, cooling, and refrigeration devices in
6 structures in the city. The city council hereby adopts the 2024~~18~~ edition of the *International
7 Mechanical Code* with certain amendments and deletions thereto found to be in the best interests
8 of the residents of the city.

9 Section 16. Section 10-9-2, "Adoption of the International Mechanical Code With
10 Modifications," B.R.C. 1981, is amended to read as follows:

11 **10-9-2. Adoption of the International Mechanical Code With Modifications.**

12 (a) The 2024~~18~~ edition of the *International Mechanical Code*, including Appendix A thereto,
13 of the International Code Council, is hereby adopted by reference as the Mechanical
14 Code of the City of Boulder or mechanical code and has the same force and effect as
15 though fully set forth in this chapter, except as specifically amended by the provisions of
16 this chapter.

17 (b) Except as specified below, Chapter 1 is repealed. This code shall be administered in
18 accordance with Chapter 1, "Administration," of the International Building Code as
19 adopted, with amendments, by Section 10-5-2, "Adoption Of International Building Code
20 With Modifications," B.R.C. 1981.

21 (1) Section 101.2, "Scope," is adopted as an administrative provision.

22 (2) Section 101.2.1, "Appendices," is adopted as an administrative provision.
23 Appendix A is adopted as a part of this code.

24 (3) Section 101.3, "Purpose," is adopted as an administrative provision.

25 (c) Section 301.10, "Electrical," is repealed and reenacted to read:

301.10 Electrical. Electrical wiring, controls, and connections to equipment and
appliances regulated by this code shall be in accordance with Chapter 10-6, "Electrical
Code," B.R.C. 1981.

(d) A new Section 306.6, "Rooftop equipment support and clearances," is added:

306.6 Rooftop equipment support and clearances.

1 (1) Mechanical equipment placed, replaced, or resting over roofing shall be supported
2 by curbs or legs which shall be flashed to the roofing and made watertight.
3 Mechanical equipment shall include, but not be limited to, heating equipment,
4 cooling and refrigeration equipment, ventilating fans, blowers, and other similar
5 devices located on the roof.

6 (2) Flat roofs. On roofs having a pitch of less than 2 in 12, mechanical equipment
7 shall be supported on a solid curb greater in size than the equipment which it
8 serves. Curbs can be manufactured or built-in-place. If built-in-place, the curb
9 shall be covered with metal of at least 26 gauge. All seams and miter corners of
10 the metal shall be riveted and soldered so as to be weather-tight. The curb shall be
11 a minimum of 9 inches above the finished roof.

12 (A) Ducts less than four feet in width shall have at least twelve inches
13 clearance from the finished roof surface to the bottom of the duct.

14 (B) Ducts between four feet and eight feet in width shall have at least twenty-
15 four inches clearance from the finished roof surface to the bottom of the
16 duct.

17 (C) Ducts over eight feet in width shall have at least thirty-six inches clearance
18 from the finished roof surface to the bottom of the duct.

19 (3) Pitched Roofs. On roofs having a slope over a 2 and 12, mechanical equipment
20 may be set on legs which provide a minimum of 11 inches clearance between the
21 finished roof surface and the equipment frame.

22 ~~(e) Section 603.6.1.1, "Duct length," is repealed and reenacted to read:~~

23 ~~603.6.1.1 Duct length. Approved Class 0 and Class 1 flexible air duct shall not
24 exceed fourteen feet in length.~~

25 ~~(f) Section 606.3, "Installation," is amended by the addition of a new sentence to read:~~

~~Smoke detectors must be capable of being tested from a remote and readily
accessible location.~~

...

Section 17. Section 10-9.5-1, "Legislative Intent," B.R.C. 1981, is amended to read as

follows:

10-9.5-1. Legislative Intent.

The purpose of this chapter is to protect the public health and safety by regulating fuel gas systems and gas-fired appliances in the city. The city council hereby adopts the 2024~~18~~ edition of the *International Fuel Gas Code* as a new Chapter 10-9.5 with certain amendments thereto found to be in the best interest of the city.

1 Section 18. Section 10-9.5-2, “Adoption of the International Fuel Gas Code With
2 Modifications,” B.R.C. 1981, is amended to read as follows:

3 **10-9.5-2. Adoption of the International Fuel Gas Code With Modifications.**

4 (a) The ~~2024~~18 edition of the *International Fuel Gas Code* of the International Code Council
5 is hereby adopted by reference as the City of Boulder Fuel Gas Code or fuel gas code and
6 has the same force and effect as though fully set forth in this chapter, except as
7 specifically amended by the provisions of this chapter.

8 (b) Except as specified below, Chapter 1 is repealed. This code shall be administered in
9 accordance with Chapter 1, "Administration," of the International Building Code as
10 adopted, with amendments, by Section 10-5-2, "Adoption of International Building Code
11 With Modifications," B.R.C. 1981.

12 (1) Section 101, "General," is adopted as an administrative provision with the
13 following amendment:

14 (A) Section 101.1, "Title," is amended to read:

15 **101.1 Title.** These regulations shall be known as the Fuel Gas Code of the City of
16 Boulder or fuel gas code.

17 (2) Section ~~111~~07, "Inspections and Testing," is adopted as an administrative
18 provision.

19 ~~(e) — Exceptions 2, 3, and 4 in Section 303.3, “Prohibited locations,” are repealed.
20 Section 404.4, “Piping through foundation wall,” is repealed and reenacted to read:~~

21 ~~404.4 Piping through foundation wall. Gas piping shall enter the building above grade
22 through the foundation wall, building, or structure.~~

23 ~~(f) — Section 602.1, “General,” is amended by adding a new sentence to read:~~

24 ~~Within a vented fireplace, the damper must be removed or welded open and glass doors
25 installed over the fire place.~~

26 Section 19. Section 10-10-1-, “Legislative Intent,” B.R.C. 1981, is amended to read as
27 follows:

28 **10-10-1. Legislative Intent.**

29 The purpose of this chapter is to protect the public health and safety by regulating the
30 installation, alteration, and repair of plumbing devices in structures in the city. The city council

1 hereby adopts the 2024~~18~~ edition of the *International Plumbing Code* with certain amendments
2 and deletions thereto found to be in the best interests of the residents of the city.

3 Section 20. Section 10-10-2, "Adoption of the International Plumbing Code With
4 Modifications," B.R.C. 1981, is amended to read as follows:

5 **10-10-2. Adoption of the International Plumbing Code With Modifications.**

6 (a) The 2024~~18~~ edition of the *International Plumbing Code*, published by the International
7 Code Council, including Appendix E, "Sizing of Water Piping System," is hereby
8 adopted by reference as the City of Boulder Plumbing Code or plumbing code, and has
the same force and effect as though fully set forth in this chapter, except as specifically
amended by the provisions of this chapter.

9 ...

10 (o) Section 903.1, "Vent Terminal Required Roof extension," is repealed and reenacted to
11 read:

12 **903.1 Vent Terminal Required Roof extension.** Open vent pipes that extend through a
13 roof shall be terminated not less than 6 inches above the roof, ~~except that where a roof is
to be used for any purpose other than weather protection, the vent extensions shall
terminate not less than 7 feet above the roof.~~

14 ...

15 (t) Chapter 14, "SUBSURFACE GRAYWATER SOIL ABSORPTION SYSTEMS
16 LANDSCAPE IRRIGATION SYSTEMS," is deleted in its entirety.

17 ...

18 Section 21. Section 10-12-1, "Legislative Intent," B.R.C. 1981, is amended to read as
19 follows:

20 **10-12-1. Legislative Intent.**

21 The purpose of this chapter is to protect the public health, safety, and welfare of the
22 residents of the city by regulating the construction, alteration, extension, location, installation,
23 use and maintenance of all mobile homes and mobile home parks in the city. Mobile homes,
24 manufactured housing, and factory-built housing are important and effective ways to meet
25 Boulder's affordable housing needs. Moving mobile homes is costly and it is challenging to find
an alternative mobile home park with vacancies willing to accept a mobile home. In some
instances, a mobile ~~home owner~~homeowner may not be able to move their mobile home because
of the mobile home's age and condition. A mobile ~~home owner~~homeowner may be forced to sell

1 their home for an unreasonably low price due to the abbreviated timeline to move it or the
2 inability to do so. This chapter is intended to supplement the State of Colorado's Mobile Home
3 Park Act which provides broader protections for owners of mobile homes. Nothing in this
4 chapter shall be construed to discriminate against mobile homes as housing.

5 Section 22. Section 10-12-6, "Nonresidential Use of Mobile Home," B.R.C. 1981, is
6 deleted in its entirety and reserved:

7 ~~**10-12-6. Nonresidential Use of Mobile Home.**~~

8 (a) ~~— A person may use a mobile home as an office or other nonresidential use on a temporary
9 basis during construction or remodeling connected with a use permitted on the lot, if the
10 use and location of the mobile home comply with all applicable zoning and building
11 provisions of this code and other ordinances of the city, but only if the mobile home is
12 removed from the site upon completion of the construction or remodeling and only if the
13 home is adequately secured against damage and overturning by winds while on the
14 premises.~~

15 (b) ~~— A person may use a mobile home for nonresidential purposes on other than a mobile
16 home park for other than construction or remodeling if the person requests a special
17 exception for such use from the board of zoning adjustment. The board may grant a
18 special exception if it finds that:~~

19 (1) ~~— The use of the mobile home is a temporary and accessory use necessary to
20 enhance the principal use of the property;~~

21 (2) ~~— The use is limited to no more than twenty four months, unless the board finds
22 good cause for a longer use;~~

23 (3) ~~— The mobile home installation meets all of the requirements of this chapter relating
24 to tie down and wind security;~~

25 (4) ~~— The applicant has demonstrated an undue hardship and the need for the temporary
use pending permanent construction of other facilities; and~~

(5) ~~— If granted, the special exception will not adversely affect the character of the
neighborhood in which the mobile home is proposed to be located nor
substantially impair the appropriate use and development of adjacent property.~~

(c) ~~— The board may impose reasonable conditions upon the use that it deems necessary to
promote the purposes of this chapter.~~

(d) ~~— Until April 15, 2014, the city manager may waive any zoning requirement, building
provision, or other provision of this code for the nonresidential use of a mobile home as
made necessary by flooding.~~

Reserved

Section 23. Section 10-12-8, “~~Foundations Blocking and Tie-Down Required,~~” B.R.C.

1981, is amended to read as follows:

10-12-8. Blocking and Tie-Down Required.

(a) ~~No owner or occupant of a mobile home shall fail to provide a skirting of rigid material for the mobile home or fail to secure the mobile home against wind damage by providing tie-downs as required in this section.~~

(b) ~~The city manager may reduce the number of tie-down sets for any mobile home park constructed before July 5, 1973 and annexed to the city after July 5, 1973, if the manager determines, after presentation of evidence by the owner or occupant of a mobile home, that certain spaces are not subject to the wind forces upon which these requirements are based.~~

(c) ~~No owner or occupant of a mobile home shall fail to provide it with tie-downs to the main framing members of the mobile home that comply with the following conditions:~~

(1) ~~In mobile home parks constructed before July 5, 1973:~~

<i>Length of Mobile Home</i>	<i>Required Tie-Down Sets</i>	<i>Number of Anchors</i>
Up to 50 feet	2	4
50 to 70 feet	3	6
Over 70 feet	4	8

(2) ~~In mobile home parks constructed after July 5, 1973:~~

<i>Length of Mobile Home</i>	<i>Required Tie-Down Sets</i>	<i>Number of Anchors</i>
Up to 30 feet	2	4
30 to 50 feet	3	6
50 to 70 feet	4	8
Over 70 feet	5	10

(3) ~~All ties are fastened to an anchorage as provided in Section 10-12-9, "Anchorage," B.R.C. 1981, and are drawn tight with one-half inch or larger galvanized, drop-forged turnbuckles, or other equivalent tightening device approved by the city manager. Turnbuckles are ended with jaws or forged or welded eyes. Turnbuckles with hood ends are not used.~~

(4) ~~All cable ends are secured with at least two U-bolt type cable clamps or other fastening device approved by the city manager.~~

(5) ~~Cable used for tie downs is either galvanized steel or stainless steel and either three eighths inch diameter 7 x 7 (seven strands of seven wires each) steel cable or three eighths inch diameter 7 x 19 (seven strands of nineteen wires each) "aircraft" cable.~~

(6) ~~When flat steel strapping is used, it meets federal specifications QQ S 781 (one and one fourth inch x 0.035 inch Type 1, Class B, Grade 1). Zinc coating is a minimum of 0.30 ounces per square foot of surface. Breaking strength is a minimum of four thousand seven hundred fifty pounds.³ Other material used is at least equal to the above specifications in tensile strength and weather resistance.~~

(7) ~~Steel bands used for ties terminate with a D ring bolt or other device that will not cause distortion of the band with a tensioning device attached.~~

(8) ~~Sharp edges of the mobile home that would tend to cut the cable when the home is buffeted by wind are protected by a thimble or other device to prevent such cutting.~~

(9) ~~Connection to the I beam may be by a five eighths inch drop forged closed eye, bolted through a hole drilled through the beam. A washer or its equivalent is used so that the beam is sufficiently fish plated through the hole.~~

(d) ~~The city manager may approve other connectors or means of securing the cable to the beam if they are of equivalent holding power and permanence.~~

10-12-8. Foundations.

(a) Mobile Homes must be installed in compliance with the Colorado Department of Local Affairs, Division of Housing, handbook and must bear the state insignia prior to receiving a certificate of occupancy.

Section 24. Section 10-12-9, "Anchorage," B.R.C. 1981, is deleted in its entirety and reserved:

10-12-9. Anchorage.

(a) ~~Ground anchors shall comply with the following conditions:~~

(1) ~~They are aligned with the piers required by Section 10-12-10, "Piers and Footings," B.R.C. 1981, and are situated immediately below the outer wall if they are to accommodate over the home ties, if this placement allows for sufficient angle for the anchor to frame connection.~~

(2) ~~Steel rods are of a five eighths inch minimum diameter with a forged or welded eye at the top; the bottom of the rod for dead man anchors is hooked into the concrete.~~

(3) ~~Augers are at least six inches in diameter, with arrowheads of eight inches, and are sunk to a depth of at least five feet.~~

³See paragraphs 1.2.11, 1.2.1.2, 3.10.2, 6.1.7, and table II of QQ S 781.

1 ~~(4) — Dead man anchors are sunk to a depth of at least five feet with a minimum~~
2 ~~vertical dimension of two feet and a diameter of six inches; no celled concrete~~
3 ~~blocks are provided.~~

4 ~~(b) — The city manager may approve anchors to reinforced concrete slabs if they are of strength~~
5 ~~comparable to the requirements set forth in this section and if the weight of the mobile~~
6 ~~home rests on the slab.~~

7 Reserved.

8 Section 25. Section 10-12-10, “Piers and Footings,” B.R.C. 1981, is amended to read as
9 follows:

10 **10-12-10. Piers and Footings.**

11 ~~(a) — Piers and footings on all mobile homes, except those installed before April 21, 1972,~~
12 ~~shall meet the following conditions:~~

13 ~~(1) — All piers are placed on footers of concrete with a minimum dimension of sixteen~~
14 ~~inches by sixteen inches by four inches or an equivalent as approved by the city~~
15 ~~manager.~~

16 ~~(2) — Piers are constructed as standard eight inches by eight inches by sixteen inches~~
17 ~~celled concrete blocks placed over the footings with the long dimension~~
18 ~~crossways to the main frame members and centered under them, with cells~~
19 ~~vertical; piers are of a height so that the mobile home will be located as close to~~
20 ~~the ground as possible.~~

21 ~~(3) — Piers are topped with a concrete cap eight inches by sixteen inches by four inches.~~

22 ~~(4) — Hardwood shims are driven tight between the cap and the main frame to provide~~
23 ~~uniform bearing and are four inches or less in thickness and wide enough to~~
24 ~~provide bearing over the top cap.~~

25 ~~(5) — Required piers are centered under each main frame or chassis member within five~~
 ~~feet of anchorage, and the end piers are no farther than five feet from the ends of~~
 ~~the mobile home. There is at least one pier for required anchorage.~~

~~(b) — The city manager may approve other types of piers and footings of equivalent~~
 ~~permanence and weight bearing ability.⁴~~

Mobile homes must be installed in compliance with the Colorado Department of Local Affairs,
 Division of Housing, Installation Handbook

⁴The use of a heavy metal adjustment column anchored to both frame and footing is recommended.

1 Section 26. Section 10-12-12, "Alternative Tie Down and Blocking Methods," B.R.C.

2 1981, is deleted in its entirety and reserved:

3 ~~**10-12-12. Alternative Tie Down and Blocking Methods.**~~

4 ~~If a mobile home park owner or developer wishes to use different tie down, blocking or~~
5 ~~anchorage systems than those required by this chapter, before seeking approval of a final mobile~~
6 ~~home park site plan from the planning board, the owner or developer shall obtain approval from~~
7 ~~the city manager for typical tie downs and for each individual space shown on the proposed final~~
8 ~~site plan, based on plans for the method and materials for tie down pads designed by a Colorado~~
9 ~~licensed professional engineer and complying with the city building code, Chapter 10-5,~~
10 ~~"Building Code," B.R.C. 1981.~~

11 Reserved.

12 ...

13 Section 27. This Ordinance shall take effect on August 1, 2025. It shall be applied to
14 building permit applications submitted on or after the effective date. Building permits applied for
15 before the effective date shall be considered under the code effective at the time of application.

16 Section 28. This ordinance is necessary to protect the public health, safety, and welfare
17 of the residents of the city and covers matters of local concern.

18 Section 29. The city council deems it appropriate that this ordinance be published by title
19 only and orders that copies of this ordinance be made available in the office of the city clerk for
20 public inspection and acquisition.

1 INTRODUCTION, READ ON FIRST READING, AND ORDERED PUBLISHED BY
2 TITLE ONLY this 6th day of February 2025.

3
4
5 _____
Aaron Brockett,
Mayor

6 Attest:

7
8 _____
Elesha Johnson,
City Clerk

9 READ ON SECOND READING, AMENDED AND PASSED this day of 20th day of
10 February 2025.

11
12
13 _____
Aaron Brockett,
Mayor

14 Attest:

15
16 _____
Elesha Johnson,
City Clerk

1 READ ON THIRD READING AND ADOPTED this day of 20th day of March 2025.

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Aaron Brockett,
Mayor

Attest:

Elesha Johnson,
City Clerk



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Consideration of a motion authorizing the city attorney to appoint the Fort Collins City Attorney's Office as special counsel to investigate and, if necessary, prosecute complaint #2025-002 and any other subsequent complaints related to a code of conduct violation filed pursuant to § 2-7-10(c) B.R.C. 1981

PRIMARY STAFF CONTACT

Teresa Taylor Tate, City Attorney, 303.441.3020

REQUESTED ACTION OR MOTION LANGUAGE

Motion authorizing the city attorney to appoint the Fort Collins City Attorney's Office as special counsel to investigate and, if necessary, prosecute complaint #2025-002 and any other subsequent complaints related to a code of conduct violation filed pursuant to § 2-7-10(c) B.R.C. 1981

ATTACHMENTS:

Description

- **Item 3I - Motion to Appoint Special Counsel pursuant to § 2-7-10**



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 20, 2025

AGENDA TITLE

Consideration of a motion authorizing the city attorney to appoint the Fort Collins City Attorney's Office as special counsel to investigate and, if necessary, prosecute complaint #2025-002 and any other subsequent complaints related to a code of conduct violation filed pursuant to § 2-7-10(c) B.R.C. 1981.

PRESENTERS

Nuria Rivera-Vandermyde, City Manager
Teresa Taylor Tate, City Attorney

EXECUTIVE SUMMARY

Code of Conduct Complaint #2025-002 was properly filed with the city clerk on March 3, 2025, pursuant to Section 2-7-10, "Enforcement," B.R.C. 1981 by Jeff Skovron.

Teresa Taylor Tate, City Attorney, is unable to investigate this code of conduct complaint due to an existing conflict of interest. In addition, this complaint arises out of the same nexus of facts as Code of Conduct Complaint #2025-001, which counsel has already authorized the Fort Collins City Attorney's Office to investigate as special counsel.

The purpose of this agenda item is a request by the city attorney for council to authorize authority for her to appoint the Fort Collins City Attorney's Office as special counsel to investigate and potentially prosecute ethics complaint #2025-002 and any subsequent complaints that may be filed with the same set of underlying facts. Under the city's code, the council has no discretion regarding whether or not there should be an investigation of

a verified ethics complaint. The Code provides in § 2-7-10 “Enforcement,” B.R.C. 1981 that the city council

shall request the city attorney to conduct an investigation regarding a violation of this chapter.” The code provides further that the “city attorney may request that the city council appoint special counsel to investigate and prosecute any case that may cause the city attorney to have a conflict of interest or may cause an appearance of impropriety under the provisions of this chapter or may violate any rule regarding professional responsibility.

Pursuant to this authority, the city attorney requests that council appoint the Fort Collins City Attorney’s Office as special counsel to investigate and potentially prosecute the verified ethics complaint filed by Jeff Skovron due to the existing conflict of interest.

STAFF RECOMMENDATIONS

Suggested Motion Language

Staff requests council consideration of this matter and action in the form of the following motion:

Motion authorizing the city attorney to appoint the Fort Collins City Attorney’s Office as special counsel to investigate and, if necessary, prosecute complaint #2025-002 and any other subsequent complaints related to a code of conduct violation filed pursuant to § 2-7-10(c) B.R.C. 1981.

COMMUNITY SUSTAINABILITY ASSESSMENTS AND IMPACTS

- **Economic:** None.
- **Environmental:** None.
- **Social:** Careful and independent investigation of ethics complaints supports community trust in government.

OTHER IMPACTS

- **Fiscal-Budgetary:** Any costs will be covered by existing budgets.
- **Staff Time:** Any work will be part of existing work plans.

RESPONSES TO QUESTIONS FROM COUNCIL AGENDA COMMITTEE

None.

BOARD AND COMMISSION FEEDBACK

None.

PUBLIC FEEDBACK

None.

BACKGROUND

On March 3, 2025, the city clerk received a sworn Code of Conduct Complaint pursuant to § 2-7-10(b)(2) (**Attachment A**) from Jeff Skovron alleging violations of the Code of Conduct amounting to discrimination. The complaint alleges that:

- Council Member Adams barred Jewish Boulder citizens from attending a book group publicly sponsored in her capacity as a councilwoman; and
- Council Member Adams has misused her personal social media account (IG) to promote a program (book group) advertised as open to all, and then barred specific Boulder citizens from attending the advertised program

Section 2-7-10(b)(2) provides as follows:

A resident of the city or any city employee may initiate an investigation of any city council member, employee or appointee to a city board, commission, task force or similar body by filing a sworn statement with the city clerk setting forth facts which, if true, would constitute a violation of a provision of this chapter.

The filing of a sworn complaint triggers an obligation of either the city manager or the city council, depending on the subject of the complaint, to refer the complaint to the city attorney for investigation and prosecution. This referral is mandatory. The code does not provide for any discretion. Here, the complaint is filed by a community member, therefore council “**shall** request the city attorney to conduct an investigation regarding a violation of this chapter.” § 2-7-10(c) B.R.C. 1981. This request does not reflect any decision regarding the merits of the complaint, because the referral is required by the city code.

The code further provides:

The city attorney may request that the city council appoint special counsel to investigate and prosecute any case that may cause the city attorney to have a conflict of interest or may cause an appearance of impropriety under the provisions of this chapter or may violate any rule regarding professional responsibility.

§ 2-7-10(c) B.R.C. 1981.

The city attorney is a council employee and investigating one's employers may create an appearance of impropriety. In addition, the city attorney provided legal advice regarding these matters, thus a conflict of interest exists.

ANALYSIS

The city attorney is requesting that council authorize her to appoint special counsel to investigate ethics complaint #2025-002 filed with the Clerk's Office by Jeff Skovron March 3, 2025. Although the city attorney has authority to investigate this complaint, there is an existing conflict of interest. The community needs to have trust that all complaints of this nature will be investigated thoroughly and without bias. That is why the city attorney is recommending that special counsel be appointed in this matter.

NEXT STEPS

Council has the option to:

1. Authorize the city attorney to appoint special counsel to investigate only the complaint;
2. Authorize the city attorney to appoint special counsel full authority to investigate and prosecute if necessary; or
3. Require the city attorney to conduct the investigation.

ATTACHMENT

Attachment A – Complaint #2025-002 filed by Jeff Skovron

March 3, 2025

Ms. Elesha Johnson
City Clerk
1777 Broadway
Boulder, CO 80302

Transmitted via email to Elesha Johnson, johnsone2@bouldercolorado.gov

Dear Ms. Johnson:

I would like to file a complaint with regard to Boulder City Councilwoman Taishya Adams barring Boulder citizens from attending a book group publicly sponsored in her capacity as a councilwoman. The complaint is based upon the misuse of her Instagram account to promote a program (book group) advertised as open to all, and then barring specific Boulder citizens from attending the advertised program.

On flyers for the book group, it says very clearly, “this hybrid offering is open to anyone who lives, works, plays, studies, and/or visits the City of Boulder”. In addition, the “Adams for Boulder” logo is on the flyers, which certainly seems to imply it is being offered in her role as councilwoman. Adams also posts about the event on her “Adams for Boulder” Instagram (and on her personal IG). As can be seen, Adams uses her @adamsforboulder IG to recruit people to register in her bio, and then also lists her personal email address. This blurring between her personal accounts and her councilwoman accounts implies that they are essentially one and the same, and it is fair conclusion that any of her postings relate to her role as councilwoman.

I registered for the (virtual) book group on or about February 1, 2025, and never received any confirmation of registration, or any email follow-up by Adams. I registered again a couple of days before the event, and again received no reply. At all relevant times I was and continue to be a resident of Boulder.

I likely would not have filed this complaint as I would have no idea why I never received a link for the meeting except for the fact that Rachel Amaru and Elise Mordos were apparently barred as well. As can be well-documented, both Ms. Amaru and Ms. Mordos have been very active and public in support of Israel, opposition to a cease-fire resolution and on other issues that have been before council. I think it is fair to say that their views are often contrary to Ms. Adams’. There’s nothing wrong with Ms. Adams’ taking whatever position on an issue she wishes; however, when it spills over into apparent discrimination it’s not okay, and I believe in violation of the Boulder Revised Code, as detailed below. While my beliefs on these issues are similar to those of Ms. Amaru and Mordos, I am not as nearly as public as them. However, I am a Jew, which would be easy to determine through a google search. There may have been Jews at the book group; however they may have been known supporters of Ms. Adams’ opinions on these matters. I do not have any personal knowledge of that.

It is also perhaps relevant that the book that was to be discussed was The Message, by Ta-Nehisi Coates. This is a triggering book for many Jews due to its (arguably) one-sided view of the Israeli/Palestinian conflict. Again, Mr. Coates is entitled to his opinion but his ideas, like everyone’s, should be subject to respectful discussion. Ms. Adams denied at least three persons that opportunity.

The Boulder Revised Code states as follows:

2-7-8. - Expectations.

(a) These expectations are intended to establish ethical standards to guide public officials and public employees in the execution of their offices in a manner that will reflect well on the city and promote the public's trust in local government.

(b) Compliance with this section will not constitute a defense for violation of another subsection or section of this chapter. *Violation of this section may be considered as the basis for censure of a public official, or in the most serious cases, removal of a board or commission member.* (emphasis supplied).

(e) A public official or public employee shall:

(1) Strive at all times to serve the best interests of the city regardless of his or her personal interest.

(2) Perform duties with honesty, care, diligence, professionalism, impartiality and integrity.

(3) Strive for the highest ethical standards to sustain the trust and confidence of the public they serve, not just the minimum required to meet legal or procedural requirements.

(6) Treat colleagues and members of the public professionally and with courtesy.

I assert that by Ms. Adams' barring of me and other outspoken Jews from this event as set forth above is in violation of one or more of these provisions.

I swear under penalty of perjury by my signature hereon that the foregoing statements are true and accurate to the best of my knowledge.

Please confirm receipt of this letter and let me know if you need anything further.

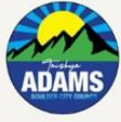
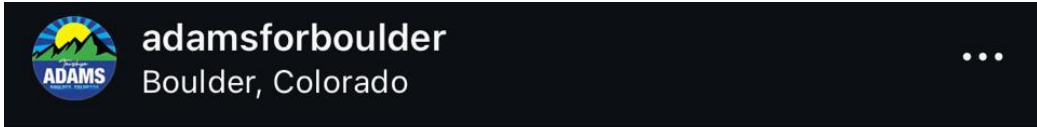
Sincerely yours,



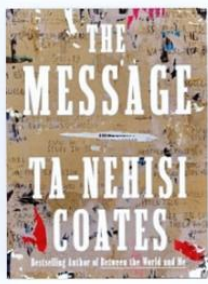
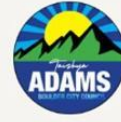
Jeff Skovron
535 Hawthorn Avenue
Boulder, CO 80304

cc (via email): Nuria Rivera-Vandermyde, Boulder City Manager
Aaron Brockett, Boulder Mayor
Teresa Tate, City Attorney

Attachments



Adams for Boulder Book Club – Spring 2025



FEBRUARY 2025 THE MESSAGE, BY T. COATES

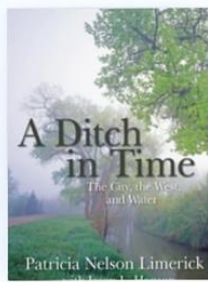
Join **Taishya Adams** for a series designed to inspire, inform, challenge, align, and activate collectively!



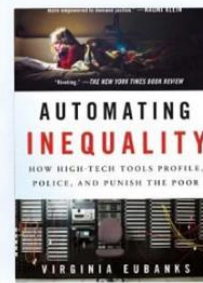
This hybrid offering is free and open to anyone who lives, works, plays, studies, and/or visits the City of Boulder.



MARCH 2025 WHAT IF WE GET IT RIGHT



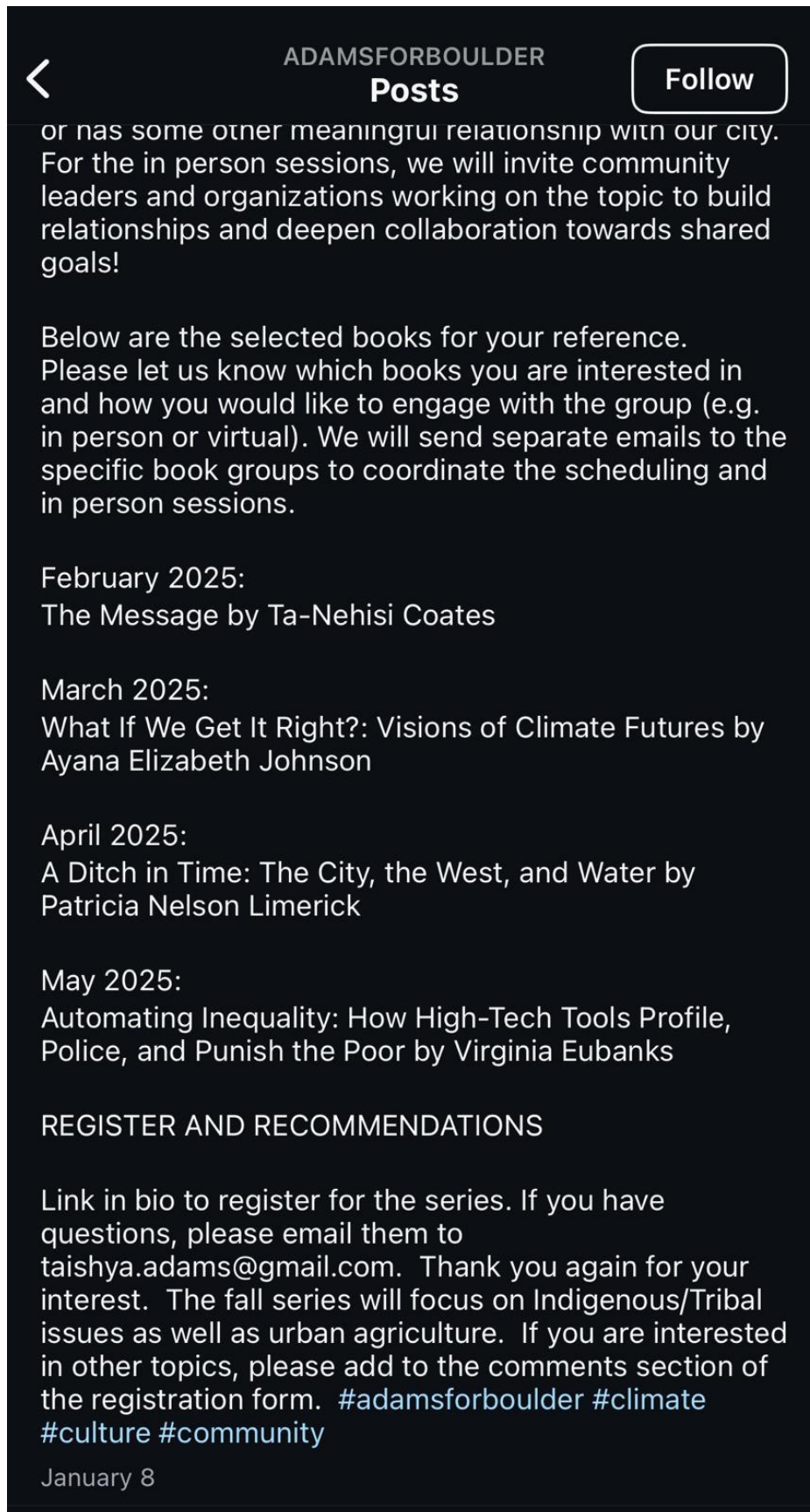
APRIL 2025 A DITCH IN TIME: THE CITY, THE WEST, AND WATER



MAY 2025 AUTOMATING INEQUALITY: HOW HIGH-TECH TOOLS PROFILE, POLICE, AND PUNISH THE POOR

REGISTER TODAY!
ALSO VIA IG @ADAMSFORBoulder





Below are the selected books for your reference. Please let us know which books you are interested in and how you would like to engage with the group (e.g. in person or virtual). We will send separate emails to the specific book groups to coordinate the scheduling and in person sessions.

February 2025:

The Message by Ta-Nehisi Coates

March 2025:

What If We Get It Right?: Visions of Climate Futures by Ayana Elizabeth Johnson

April 2025:

A Ditch in Time: The City, the West, and Water by Patricia Nelson Limerick

May 2025:

Automating Inequality: How High-Tech Tools Profile, Police, and Punish the Poor by Virginia Eubanks

REGISTER AND RECOMMENDATIONS

To register for the series, link in [@adamsforboulder](#) bio. If you have questions, please email them to taishya.adams@gmail.com. Thank you again for your interest. The fall series will focus on Indigenous/Tribal issues as well as urban agriculture. If you are interested in other topics, please add to the comments section of the registration form. [#adamsforboulder](#)

January 8

<
TAISHYASKY
Posts

Follow

taishyasky

⋮

Adams for Boulder Book Club – Spring 2025

FEBRUARY 2025
THE MESSAGE. BY T. COATES

Join **Taishya Adams** for a series designed to inspire, inform, challenge, align, and activate collectively!

This hybrid offering is free and open to anyone who lives, works, plays, studies, and/or visits the City of Boulder.

MARCH 2025
WHAT IF WE GET IT RIGHT

APRIL 2025
A DITCH IN TIME: THE CITY, THE WEST, AND WATER

REGISTER TODAY!

ALSO VIA IG @ADAMSFORBoulder

MAY 2025
AUTOMATING INEQUALITY: HOW HIGH-TECH TOOLS PROFILE, POLICE, AND PUNISH THE POOR

7

 1

taishyasky Adams for Boulder Spring Book club dates finalized! Link in bio or <https://lnkd.in/gV-SGarZ> to learn more and register!

Together we thrive!

#adamsforboulder

2 days ago



taishyasky



Adams for Boulder Book Club - Spring 2025

Join **Taishya Adams** for a series designed to inspire, inform, challenge, align, and activate collectively!

FEBRUARY 2025
THE MESSAGE. BY T. COATES

MARCH 2025
WHAT IF WE GET IT RIGHT

APRIL 2025
A DITCH IN TIME: THE CITY, THE WEST, AND WATER

MAY 2025
AUTOMATING INEQUALITY: HOW HIGH-TECH TOOLS PROFILE, POLICE, AND PUNISH THE POOR

REGISTER TODAY!
@ADAMSFORBoulder ON IG - LINK IN BIO



This hybrid offering is free and open to anyone who lives, works, plays, studies, and/or visits the City of Boulder.

10



2



Join me for a series that series that will inspire, inform, challenge, align, and simulate collective action! We will use a hybrid format that allows virtual and in person participation. This series is open to anyone who lives, works, plays, studies, visits, or has some other meaningful relationship with our city. For the in person sessions, we will invite community leaders and organizations working on the topic to build relationships and deepen collaboration towards shared goals!



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Consideration of a motion to accept the Findings of Fact, Conclusions and Recommendations of Special Counsel, Stefanie Boster, Deputy City Attorney, City of Fort Collins, finding that no violations occurred concerning the Code of Conduct complaint and amended complaint filed against Council Member Taishya Adams

PRIMARY STAFF CONTACT

Teresa Taylor Tate, City Attorney

REQUESTED ACTION OR MOTION LANGUAGE

Motion to accept the Findings of Fact, Conclusions and Recommendations of Special Counsel, Stefanie Boster, Deputy City Attorney, City of Fort Collins, finding that no violations occurred concerning the Code of Conduct complaint and amended complaint filed against Council Member Taishya Adams

ATTACHMENTS:

Description

- ▣ **Code of Conduct Report**

**CODE OF CONDUCT REPORT
PREPARED FOR
THE CITY COUNCIL
OF BOULDER, COLORADO**

MARCH 14, 2025

PREPARED BY:

**STEFANIE BOSTER
DEPUTY CITY ATTORNEY
CITY OF FORT COLLINS, CO
300 LAPORTE AVENUE
FORT COLLINS, CO 80526
(970) 416-2463
SBOSTER@FCGOV.COM**

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INTRODUCTION

On February 20, 2025, acting pursuant to Section 2-7-10 of the Boulder Revised Code (the "Code" or "BRC"), the Boulder City Council (the "Council") directed the Boulder City Attorney's Office to obtain the assistance of outside counsel to initiate an investigation of a complaint filed with the Boulder City Clerk's Office on February 5, 2025 (the "Complaint"), by City of Boulder residents Rachel Amaru and Aaron Brooks (the "Complainants"), alleging that City of Boulder ("City") Councilmember Taishya Adams (Councilmember "Adams") violated the Code of Conduct. Soon after, Complainants filed an Addendum to the Complaint on February 21, 2025, and an Amended Complaint on February 24, 2025 (the "Amended Complaint"). The February 24, 2025, Amended Complaint added an additional Complainant, Boulder resident Elise Ordos. On March 4, 2025, the Complainants filed supplemental documents in support of the allegations contained in their Complaint and the Amended Complaint. As Deputy City Attorney for the City of Fort Collins, I agreed to assist in the investigation of the Complaint, pursuant to the provisions of an intergovernmental agreement between the Cities of Fort Collins and Boulder dated September 17, 1997.

THE COMPLAINT AND AMENDED COMPLAINT

The Code provides the following: "Complaints initiated by a Resident or City Employee: A resident of the City or any city employee may initiate an investigation of any city council member, employee or appointee to a city board, commission, task force or similar body by filing a sworn statement with the city clerk setting forth facts which, if true, would constitute a violation of a provision of this chapter." BRC section 2-7-10(b)(2).

On February 5, 2025, two residents of the City of Boulder filed a sworn statement with the city clerk alleging a violation of the Code. This Complaint alleges that on an unspecified date or dates, Councilmember Adams blocked Boulder resident Aaron Brooks from her "@adamsforboulder" Instagram account. Complainants assert that Councilmember Adams also discriminated against Aaron Brooks by blocking him from her "@adamsforboulder" Instagram account.

The Complaint further claims that on an unspecified date or dates, Councilmember Adams misused her "@taishyasky" Instagram account. Complainants contend that Councilmember Adams used this Instagram account to advertise a book group she established while serving as a Boulder City Councilmember. Complainants further claim Councilmember Adams improperly blocked multiple accounts of Boulder residents who identify as Jewish. In addition, Complainants allege that on or before February 5, 2025, Councilmember Adams blocked the Boulder chapter of "Run for Their Lives," a group that is part of a global initiative calling for the release of hostages held by Hamas, from her personal Instagram account. Complainants assert Councilmember Adams improperly used her "@taishyasky" Instagram account by promoting

city business and subsequently blocking Boulder residents from accessing her social media account.

Finally, the Complaint alleges that, while serving as a Boulder City Councilmember, Councilmember Adams created a book group and discriminated against members of the public by excluding their participation in the book group. Complainants claim that Councilmember Adams originally scheduled the weekly book group meeting on Wednesday nights, but later moved the meetings to Friday nights. The Complainants contend that Adams' decision to reschedule the book group from Wednesday to Friday nights made it difficult for any observant member of the Jewish community to attend the book group. Specifically, the Complainants claim that Councilmember Adams rescinded Rachel Amaru's registration from the book club and did not accept Rachel Amaru's request to reregister. Complainants assert that Councilmember Adams discriminated against Rachel Amaru and others by barring them from attending a book group publicly sponsored by Councilmember Adams in her official capacity as a Councilmember.

The Amended Complaint further contends that Councilmember Adams also barred Elise Mordos from attending the book group. The Complainants claim Elise Mordos registered for the book club on February 3, 2025, but Councilmember Adams did not provide confirmation or her registration. Elise Mordos re-registered for the book club on February 20, 2025, but did not receive a reply from Councilmember Adams. Finally, Complainants allege that Councilmember Adams later added a line on the bottom of the registration form for the book group that reads "NOTE: This is not an official City of Boulder event. Though open to the public, this is not a public event. Participation will be at the discretion of the organizer."

Combined, the Complaint and Amended Complaint allege that Councilmember Adams misused her two social media accounts by blocking members of the public and by promoting a book group advertised as open to all but later preventing Boulder residents from attending and participating in the book group.

DESCRIPTION OF INVESTIGATION

On February 20, 2025, I was notified that the City Council had authorized this investigation and had further authorized the City Attorney of Boulder to obtain the assistance of outside counsel to conduct the investigation. I subsequently received the following documents from the City of Boulder: a copy of the Complaint; attachments to the Complaint; an Addendum to the Complaint dated February 21, 2025; an Amended Complaint; and supplemental documents dated March 4, 2025. These documents are attached to this report and referenced herein, and can be generally described as follows:

- February 5, 2025, Complaint.
- Attachments to the Complaint:

- E-mail correspondence dated February 6, 2025, at 10:15 a.m., from Rachel Amaru to Elesha John, City Clerk's Office; carbon copy to Aaron Brooks and Home, Subject Complaint Against City Councilmember Taishya Adams containing an Attachment titled Complaint to City Attorney, 1 page;
- A copy of an Instagram post from Councilmember Adams' personal account (@taishyasky) post, undated, containing a flyer titled Adams for Boulder Book Club – Spring 2025, and a description regarding Adams for Boulder Spring Book club dates finalized, 1 page;
- A copy of an Instagram post from Councilmember Adams' public account (@adamsforboulder) post, undated, containing a flyer titled Adams for Boulder Book Club – Spring 2025, and a description encouraging followers to join a book series, 1 page;
- A copy of an Instagram (@taishyasky) post, undated, containing a flyer titled "This Week's Boulder Community Engagements Nov. 25 – Dec 1, 2024", and a description stating, "Happy Monday Boulder!" and referencing the Thanksgiving holiday, 1 page;
- A copy of an Instagram post (@taishyasky), dated September 30, 2024, containing a picture of Councilmember Adams and several other individuals and a description regarding a Palestinian delegation hosted by the Nablus Boulder Sister City Project board members and volunteers, 1 page;
- A copy of an Instagram post (@taishyasky), undated, containing a picture of Councilmember Adams and several other individuals and a description regarding a meeting between three individuals and another Councilmember, 1 page;
- A copy of an Instagram post (@taishyasky), undated, containing a picture of Councilmember Adams and three other individuals, and a description regarding the screening of Blackwaters: Brotherhood in the Wild film, 1 page;
- A copy of an Instagram post (@taishyasky), dated August 5, 2024, containing two pictures of Councilmember Adams and a total of four other individuals and a description regarding the Adams for Boulder Field Notes from June and July 2024, 1 page;
- A copy of an Instagram post (@taishyasky), dated June 28, 2024, containing a picture of Councilmember Adams and two other individuals and a description regarding We are ONE Conference, 1 page;
- A copy of an Instagram post (@taishyasky) dated June 15, 2024, containing a picture of Councilmember Adams and several other individuals and a description regarding a City of Boulder Juneteenth hike, 1 page;
- A copy of an Instagram post (@taishyasky) dated June 25, 2024, containing a collage of pictures and flyers and a description regarding Adams for Boulder Field Notes from April/May 2024, 1 page;
- A copy of an Instagram post (@taishyasky) dated June 4, 2024, containing a flyer with picture of Councilmember Adams and a description regarding Pride Month, Black Music Month and Bike and Walk Month, 1 page;

- A copy of an Instagram post (@taishyasky) dated May 2, 2024, at Boulder, Colorado, containing a picture of Councilmember Adams with several other individuals and a description regarding Black-identifying graduating seniors, 1 page;
 - A copy of an Instagram post (@taishyasky) undated at University of Colorado, containing a picture of Councilmember Adams with another individual thanking Julie for considering information related to Palestinian families, 1 page;
 - A copy of an Instagram post (@taishyasky) dated March 14, 2024, containing a picture of Councilmember Adams and two other individuals and a description noting the conclusion of the National League of Cities conference, 1 page;
 - A copy of an Instagram post (@taishyasky) dated March 10, 2024, containing a picture of Councilmember Adams and a description regarding attendance at the National League of Cities conference, 1 page;
 - A copy of an Instagram post (@taishyasky) containing a news article from KGNU with a picture of Councilmember Adams titled "Boulder City Councilmember Taishya Adams is an example of Black-Palestinian solidarity" dated February 28, 2024, with a description containing Councilmember Adams' reasons for running for political office", 2 pages; and
 - A picture of a search of the Instagram account (@adamsforboulder), undated, stating "No results for 'adamsforboulder'", and a description stating, "Results when Aaron Brooks does search for @adamsforboulder (IG)", 1 page.
- February 21, 2025, Addendum to the Compliant.
 - Attachment 1a to the Complaint:
 - A copy of E-mail correspondence dated January 29, 2025, at 6:29 p.m., from Taishya Adams (taishya.adams@gmail.com) to undisclosed-recipients; blind carbon copy to rachelamaru@gmail.com, Subject: Adams for Boulder Book Club – The Message Scheduling!, containing information for attending a book club series either in person or virtually, 2 pages.
 - Attachment 1b to the Complaint:
 - A copy of E-mail correspondence dated February 3, 2025, at 6:13 p.m. from Taishya Adams (taishya.adams@gmail.com) to Rachel Amaru (rachelamaru@gmail.com), Subject: Canceled event from an unknown sender: ABC Book Club – The Message (Virtual Session) @ Wed Feb 26, 2025 @pm – 8:30 pm (MST) (rachelamaru@gmail.com), containing a message stating that "This event has been canceled and removed from your calendar", 2 pages.
 - Attachment 1c to the Complaint:
 - A copy of E-mail correspondence dated February 3, 2025, at 9:12 p.m. from Rachel Amaru (rachelamaru@gmail.com) to Taishya Adams (taishya.adams@gmail.com), Subject: Canceled event from an unknown sender: ABC Book Club – The Message (Virtual Session) @ Wed Feb 26, 2025 @pm – 8:30 pm (MST) (rachelamaru@gmail.com), containing a message stating "I registered for virtual and then received a cancellation", 1 page.

- Attachment 2 to the Complaint:
 - A copy of a screen shot of a message on docs.google.com from Taishya, undated, beginning "...under the new regime of data, the most invasive and punitive systems are aimed at the poor..." with the following language: "NOTE: this is not an official City of Boulder event. Though open to the public, this is not a public event. Participation will be at the discretion of the organizer.", 1 page.
- Attachment 3a to the Complaint:
 - A copy of an Instagram post (@adamsforboulder), dated February 3, 2025, containing a picture of a flyer titled "Adams for Boulder Book Club – Spring 2025) and a description stating, "Adams for Boulder Spring Book club dates finalized!", 1 page.
- Attachment 3b to the Complaint:
 - A copy of an Instagram post from an unknown account, dated January 8, 2025, beginning "Below are the selected book for your reference..." and containing names of books and dates and information regarding how to register and recommendations, 1 page.
- Attachment 3c to the Complaint:
 - A copy of an Instagram post (@adamsforboulder), dated January 8, 2025, containing a description beginning "... or has some other meaningful relationship with our city. For the in person session, we will invite community leaders and organizations working on the topic to build relationships and deepen collaboration towards shared goals!", 1 page.

- February 24, 2025, Amended Complaint, 2 pages.

- March 4, 2025, Supplemental Materials:
 - A copy of E-mail correspondence dated February 3, 2025, at 6:13 p.m. from Bruce Shaffer (brucepshaffer@gmail.com) to various individuals, Subject: Your ethics complaints, containing a message stating that "I don't know if the correspondence below is of any evidentiary value...", 1 page.
 - A copy of e-mail correspondence from Councilmember Adams (AdamsT@bouldercolorado.gov) dated February 25, 2025, at 15:06 regarding Antisemitic remarks by Adams.", 2 pages.
 - A copy of a screenshot from @adamsforboulder, date unknown stating "Taishya Adams. I am an educator, policymaker, outdoor recreationalist, and entrepreneur serving Boulder, CO. This site is not affiliated with Boulder City Council.", 2 pages.

RELEVANT CODE PROVISIONS

The Council for the City of Boulder passed Ordinance 7957 on December 16, 2014, amending the Code of Conduct in its entirety. The agenda item for the ordinance states "The intent of the

proposed ordinance is to revise the City's ethics code to be more accessible through clarity. The proposed ordinance would strengthen the sanctions for dishonest behavior, while at the same time clarifying what is acceptable and appropriate behavior for city elected officials, employees and appointed volunteers."

As a part of this clarification, the Boulder City Council added BRC § 2-7-8 "Expectations," which serves as a list of actions a Boulder official or employee "shall" or "shall not" do. The following are the relevant Code of Conduct provisions that set forth the Council's intent and the sections that are at issue in the Complaint.

2-7-1 Purpose, Legislative Intent and Findings.

- (a) The purpose of this chapter is to protect the integrity of city government by:

...

- (2) Establishing high standards of conduct for elected officials, appointed board and commission members and city employees by setting forth certain expectations of behavior that all such individuals shall maintain while elected, appointed or employed by the City of Boulder.

...

- (b) Legislative Intent: it is the intent of the city council to:

- (1) Establish rules of conduct that meet or exceed the rules established by the Colorado State Constitution and the Colorado Revised Statutes.

- (2) Establish expectations to encourage public officials and public employees to maintain the highest standard of conduct to justify the public trust that they enjoy.

...

2-7-8 Expectations

...

- (a) These expectations are intended to establish ethical standards to guide public officials and public employees in the execution of their offices in a manner that will reflect well on the city and promote the public's trust in local government.

...

(f) A public official or employee shall not:

...

- (15) Use, or authorize the use of, his or her title, the name "City of Boulder," or the city's logo in a manner that suggests impropriety, favoritism, or bias by the city or the official or employee.
- (16) Use, or authorize the use of, his or her title, the name "City of Boulder," or the city's logo in a manner that suggests or implies that the city supports or opposes a candidate or ballot measure, except that public officials may identify themselves and their position as public officials supporting or opposing candidates or ballot measures.

ANALYSIS AND DISCUSSION

SEQUENCE OF EVENTS

Councilmember Adams administers two separate Instagram accounts; "@adamsforboulder" and "@taishyasky".

On February 15, 2024, the Council voted against considering a resolution calling for an immediate ceasefire in the Israel-Hamas war.

On an unspecified date or dates, Councilmember Adams blocked City of Boulder resident Aaron Brooks from her "@adamsforboulder" Instagram account.

On an unspecified date or dates, Councilmember Adams used her "@taishyasky" Instagram account to advertise a book group she established.

In the Fall of 2024, Councilmember Adams created a book group titled "Adams for Boulder City (ABC) Spring 2025 Book Club Series." Councilmember Adams had a link in her @adamsforboulder Instagram account bio and instructed that any questions should be sent to her email (taishya.adams@gmail.com).

On January 29, 2025, an email from that account signed by Councilmember Adams outlined the details of the book club, including a link to a doodle poll to share preferences for future in person dates. The first meeting was scheduled for Wednesday, February 19, 2025, from 7:00-8:30 p.m. However, a later calendar event stated the event would be the following Wednesday, February 26, 2025. On January 31, 2025, a calendar invite stated that the remainder of the schedule would

be as follows: Friday, February 21, 2025, 6:00 - 7:30 p.m.; Saturday, March 29, 2025, 3:00 - 4:30 p.m.; Tuesday, April 15, 2025, 6:30-8:30 p.m.; and, Wednesday, May 21, 2025, 6:30-8:30 p.m.

On February 3, 2025, Rachel Amaru received a cancellation for the February 21, 2025, event and she then emailed Councilmember Adams about that cancellation. Elise Mordos alleges that she registered for the club on February 5, 2025, and has not received confirmation of the registration. Mordos states that she registered again on February 20, 2025, event but still has not received confirmation.

Sometime after Mordos attempted to register for the second time on February 20, 2025, a line was added on the bottom of the registration form for the book group that reads "NOTE: This is not an official City of Boulder event. Though open to the public, this is not a public event. Participation will be at the discretion of the organizer."

On or before February 5, 2025, Councilmember Adams blocked the Boulder chapter of "Run for Their Lives", a group that is part of a global initiative calling for the release of hostages held by Hamas, from access to her "@taishyasky" Instagram account.

On February 5, 2025, Rachel Amaru and Aaron Brooks filed a Complaint alleging multiple violations by Councilmember Adams.

On February 6, 2025, the Council declined to consider changes to its investment policy that could impact weapons manufacturers. Councilmember Adams has publicly stated her position in both matters.

On February 21, 2025, the same individuals filed an addendum to the Complaint. Soon after, Elise Mordos requested to join the Complaint. On February 24, 2025, all three individuals filed an Amended Complaint outlining further allegations against Councilmember Adams. The Complainants then filed supplemental materials on March 4, 2025.

APPLICATION OF CODE PROVISIONS

Complainants allege that Councilmember Adams misused two of her two Instagram accounts improperly by blocking access to her social media posts, or by using her social media to promote a book group advertised as open to everyone, and either directly blocked or indirectly preventing some Boulder residents from attending the book group.

Notably, Colorado law provides that, "private social media administered by a local elected official or designee is a private account and does not create a public forum." C.R.S. § 29-34-101(1)(a). Further, " a local elected official may permanently or temporarily restrict or bar an individual from using the private social media that is administered by the local elected official or

their designee for any reason, including bullying, harassment, or intimidation, in the local elected official's sole discretion. C.R.S. § 29-34-101(3).

The focus of this report is whether, if true, Councilmember Adams' actions in blocking Boulder residents from accessing her Instagram accounts and preventing them from attending a book group she created violated either BRC 2-7-8(F)(15) regarding bias, or BRC 2-7-8(F)(16) regarding use of official title.

1. ALLEGED VIOLATIONS OF BRC 2-7-8(F)(15) REGARDING BIAS.

The Code provides in relevant part that, "A public official or employee shall not: ... Use, or authorize the use of, his or her title, the name 'City of Boulder,' or the city's logo in a manner that suggests impropriety, favoritism, or bias by the city or the official or employee." BRC section 2-7-8(f)(15).

Thus, the inquiry under this Code provision is whether Councilmember Adams used her title or the name "City of Boulder" or the city's logo on one or both of her Instagram accounts in any manner, including regarding the promotion of the book group, would suggest bias.

A. COUNCILMEMBER ADAMS' USE OF HER INSTAGRAM ACCOUNT "@ADAMSFORBOULDER".

The Complaint and Amended Complaint allege that on an unspecified date or dates, Councilmember Adams blocked Boulder resident Aaron Brooks from her "@adamsforboulder" Instagram account. The Complaint also alleges that Councilmember Adams improperly used her Instagram account to promote her book group.

None of the documents identified by the Complainants indicate that this Instagram account is the official government account of Councilmember Adams administered by the City of Boulder. Rather, Councilmember Adams appears to administer the "@adamsforboulder" Instagram account herself both for campaign purposes and to repost content originally posted by the City of Boulder on its social media account. C.R.S. § 29-34-101(1)(a).

Because the "@adamsforboulder" Instagram account is not Councilmember Adams' official government account or for the conduct of City business, she is free to restrict public access to it. C.R.S. § 29-34-101(3).

The term "bias" is not defined by the Code. However, under even a broad definition of the term, the documents identified by the Complainants do not establish a bias against Boulder resident Aaron Brooks.

Thus, in applying the standards of BRC § 2-7-8(f)(15) to the facts of this case, it is my opinion that if true, the fact that Councilmember Adams blocked Aaron Brooks from her Instagram account “@adamsforboulder” does not constitute a violation of the BRC § 2-7-8(f)(15). Further, by applying the standards of BRC § 2-7-8(f)(15) to the facts of this case, it is also my opinion that if true, Councilmember Adams’ use of her Instagram account “@adamsforboulder” to promote the book group does not fall within the scope of BRC § 2-7-8(f)(15) because it was not carried out as part of her role as a councilmember.

B. COUNCILMEMBER ADAM'S USE OF HER INSTAGRAM ACCOUNT "@TAISHYASKY".

The Complaint and Amended Complaint further allege that on an unspecified date or dates, Councilmember Adams misused her "@taishyasky" Instagram account. The Complaint also alleges that Councilmember Adams improperly used this Instagram account to promote her book group.

Complainants further claim Councilmember Adams has blocked multiple accounts of Boulder residents who identify as Jewish from her “@taishyasky” Instagram account. In addition, the Complaint and Amended Complaint allege that on or before February 5, 2025, Councilmember Adams blocked the Boulder chapter of "Run for Their Lives", a group that is part of a global initiative with the sole humanitarian mission of calling for the release of hostages taken on October 7. Finally, Complainants allege that Councilmember Adams misused her “@taishyasky” social media account to promote city business and subsequently blocked Boulder residents from accessing her account.

As outlined above, if true, none of the documents identified by the Complaints indicate that this Instagram account is the official government account of Councilmember Adams. Rather, Councilmember Adams appears to administer "@taishyasky" Instagram account and use it as her private account to repost content originally posted by the City of Boulder.

Because the "@taishyasky" Instagram account is not used by Councilmember Adams as her official government account, she is free to restrict public access to it. C.R.S. § 29-34-101(1)(c), (3). Further, if true, none of the statements contained in the documents identified by the Complainants establish bias.

Thus, in applying the standards of BRC § 2-7-8(f)(15) to the facts of this case, it is my opinion that if true, the fact that Councilmember Adams used her Instagram account "@taishyasky" to advertise the book group does not fall within the scope of BRC § 2-7-8(f)(15) because these activities were not carried out as part of her role as a councilmember. In addition, it is also my opinion that Councilmember Adams did not improperly block multiple accounts of Boulder residents or “Run for Their Lives” from access to her “@taishyasky” Instagram account.

C. COUNCILMEMBER ADAMS' EXCLUSION OF RACHEL AMARU, AARON BROOKS, AND ELISE MORDOS FROM THE BOOK GROUP.

The Complaint and Amended Complaint allege that, while serving as a Boulder City Councilmember, Councilmember Adams created a book group. Complainants claim that Councilmember Adams originally scheduled the weekly book group meeting on Wednesday night, but later moved the meeting to other times. The Complainants also allege that the rescheduling of the book group from Wednesday night made it difficult for any observant member of the Jewish community to attend. The Complainants further allege that Councilmember Adams rescinded Rachel Amaru's registration from the book club and did not accept Rachel Amaru's request to reregister. Complainants contend that Councilmember Adams discriminated against the Rachel Amaru by barring her from attending the book group.

In evaluating whether BRC § 2-7-8(f)(15) was violated, it is important to consider in what capacity Councilmember Adams was operating when she established the book club. If true, the documents provided do not establish that the book group was an official City of Boulder sanctioned book group. The documents also do not establish that Councilmember Adams operated the book group in her official capacity as a member of the Council. As such, the book group was not a public group.

In applying the standards of BRC § 2-7-8(f)(15) to the facts of this case, if true, it is my opinion that the Complaint and Amended Complaint do not establish that Councilmember Adams showed bias against Rachel Amaru, Aaron Brooks, Elise Mordos, or other Boulder residents by excluding or otherwise discouraging their participation in the book group.

2. ALLEGED VIOLATIONS OF BRC 2-7-8(F)(16) REGARDING USING OFFICIAL TITLE.

The Code provides in relevant part that, "A public official or employee shall not: ...Use, or authorize the use of, his or her title, the name 'City of Boulder,' or the city's logo in a manner that suggests or implies that the city supports or opposes a candidate or ballot measure, except that public officials may identify themselves and their position as public officials supporting or opposing candidates or ballot measures." BRC section 2-7-8(f)(16).

While not specifically stated in any of the documents filed by the Complainants, as noted above, on February 15, 2024, the Council voted against considering a resolution calling for an immediate ceasefire in the Isreal-Hamas war. On February 6, 2025, the Council declined to consider changes to its investment policy that could impact weapons manufacturers. Councilmember Adams has publicly stated her position in both matters.

The inquiry under this Code provision is whether Councilmember Adams used her title or the name "City of Boulder" or the city's logo on one or both of her Instagram accounts that in any

manner, including during the promotion of the book group, would suggest or imply that the city supports or opposes a ballot measure such as one related to the Isreal-Hamas war.

A. COUNCILMEMBER ADAM'S USE OF HER "@ADAMSFORBoulder" AND "@TAISHYASKY" INSTAGRAM ACCOUNTS.

BRC § 2-7-8(f)(16) prohibits a Councilmember from suggesting or implying that the City supports or opposes a political candidate or ballot measure.

If true, none of the statements in the documents provided by the Complainants as summarized above indicate that Councilman Adams used either her @admasforboulder or her @taishyasky Instagram accounts to suggest or imply that the City supports or opposes a ballot measure related to the subject matter of the book club.

In applying the standards of BRC § 2-7-8(f)(16) to the facts of this case, it is my opinion that, if true, Councilmember Adams did not use her official title improperly by allowing her picture, official title or quotes to be used in either of her Instagram accounts "@adamsforboulder" or @taishyasky because BRC § 2-7-8(f)(16) only prohibits matters related to political candidates or ballot measures and, even then, expressly gives public officials the authority to support or oppose political candidates or ballot measures.

B. COUNCILMEMBER ADAMS' CREATION OF A BOOK GROUP AND SUBSEQUENT EXCLUSION OF RACHEL AMARU, AARON BROOKS, ELISE MORDOS, AND OTHER MEMBERS FROM PARTICIPATION IN THE BOOK GROUP.

The Complaint and Amended Complaint allege that, while serving as a Boulder City Councilmember, Councilmember Adams created a book group and subsequently prevented Complainants and several members of the Jewish community from participating in the book group by scheduling the book group for inaccessible times or otherwise excluding individuals from participation.

Assuming the statements contained in these documents are complete and accurate, none of the documents provided by the Complainants as summarized above establish that the book group was created by Councilmember Adams in her capacity as a member of the Council. As such, the book group is a private group. Thus, membership can be exclusive.

In applying the standards of BRC § 2-7-8(f)(16) to the facts of this case, it is my opinion that, Councilmember Adams did not use her official title improperly or in any way imply that the City supported or opposed a matter related to political candidates or ballot measures by creating a book club and excluding membership in that club.

SUMMARY OF ISSUES, FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATIONS

1. Whether Councilmember Adams violated the Rules of Conduct by blocking City of Boulder resident Aaron Brooks from her public "@adamsforboulder" Instagram account.

Response: No. Councilmember Adams did not violate the Rules of Conduct by blocking City of Boulder resident Aaron Brooks from her "@adamsforboulder" Instagram account.

2. Whether Councilmember Adams violated the rules of conduct by promoting her activities as a Boulder City Councilmember on her "@taishyasky" Instagram account.

Response: No. The Code of Conduct allows a Councilmember to advocate, as a Councilmember, on any topic, including political candidates and ballot measures.

3. Whether Councilmember Adams violated the rules of conduct by excluding Boulder residents from participation in the book group.

Response: No. The Code of Conduct does not prohibit a Councilmember from either creating or promoting a book group. Because the book group was not established in her official capacity as a Councilmember, members of the public can be excluded from participation in this group.

Respectfully submitted,

Signed by:

Stefanie Boster

Stefanie Boster

Fort Collins Deputy City Attorney

Dated: 3/14/2025

February 5, 2025

Ms. Teresa Tate
City Attorney
1777 Broadway
Boulder, CO 80302

Dear Ms. Tate:

We would like to file a public complaint against Boulder City Councilwoman, Taishya Adams. While we are aware that Adams is allowed to block people from her personal social media accounts, it is our understanding that it is not legal for an elected official to block anyone on social media if their account is used for city business of any kind.

To date, she has blocked Aaron Brooks from her public 'adamsforboulder' IG. **We would like to file a complaint of discrimination with regard to Adams blocking a Boulder citizen from her public social media account.**

Adams, in her capacity as council member, is offering a book group, which I registered for. It was originally meant to be on a Wednesday night, but has since been changed to Friday (which makes it impossible for any observant Jews to attend). She recently rescinded my registration from this book group (invite canceled, with notification sent to me). I sent an email to the address on file asking why and she did not respond. I re-registered, and received no reply. **We would like to file a complaint of discrimination with regard to Adams barring a Boulder citizen from attending a book group publicly sponsored in her capacity as a councilwoman.**

In addition, Adams has misused her personal IG account ('taishyasky'). She has used it to advertise said book group (see "Adams for Boulder" at the top of the attached posts), and has used her personal account multiple times to post about City business (attachments included here are just a sample). It is our understanding that based on how Adams has used her personal social media platform to advertise Boulder City & Council business, she should no longer be allowed to block Boulder citizens from following her on either account. To date, she has blocked multiple accounts of Boulder citizens who identify as Jewish. In addition, as of today, she also blocked the Boulder chapter of Run For Their Lives, a group that is part of a global initiative with the sole humanitarian mission of calling for the release of the hostages taken on October 7. **We would like to file a complaint for how Adams has misused her personal social media account (IG) to promote city business, and then barred Boulder citizens from access to said account.**

Please confirm receipt of this letter, and please let us know how you will be addressing our complaints. It is unconscionable that a city official feels comfortable denying access to Boulder citizens to programming or social media being used to conduct City business. Adams is behaving in a way that is inherently inequitable and does not reflect her, or Boulder's, public commitment to diversity, equity, and inclusion.

Sincerely yours,

Rachel Amaru
898 Racquet Lane
Boulder, CO 80303

Aaron Brooks
1508 Harrison Avenue
Boulder, CO 80303

cc: Nuria Rivera-Vandermyde, Boulder City Manager
Aaron Brocket, Boulder Mayor

From: [Rachel Amaru](#)
To: [Johnson, Elesha](#); [City Clerk's Office](#)
Cc: [Aaron Brooks](#); [Home](#)
Subject: Complaint Against City Councilwoman Taishya Adams
Date: Thursday, February 6, 2025 10:15:12 AM
Attachments: [Complaint to City Attorney.pdf](#)

External Sender Notice This email was sent by an external sender.

Dear Ms. Johnson,

Please see the attached complaint that was sent yesterday to the City Attorney, the City Manager, and to the Mayor of Boulder.

I believe we should also send it to you, along with the following attestation:

“We declare under penalty of perjury that the foregoing is true and correct.”

Rachel Amaru
898 Racquet Lane
Boulder, CO 80303
720.352.5552

Aaron Brooks
1508 Harrison Avenue
Boulder, CO 80303
773.343.4835

Should you need additional information from either of us, please let us know.


Thank you for your attention, and please confirm receipt.

NOTE: All attachments below are from Adams' personal IG account (taishyasky) and refer to City of Boulder business, showing Adams in her capacity as councilwoman (including wearing her badge).


TAISHYASKY
Posts


Follow

taishyasky




Adams for Boulder Book Club - Spring 2025






FEBRUARY 2025
THE MESSAGE. BY T. COATES


Join **Taishya Adams** for a series designed to inspire, inform, challenge, align, and activate collectively!



This hybrid offering is free and open to anyone who lives, works, plays, studies, and/or visits the City of Boulder.

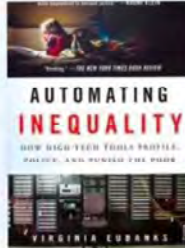


MARCH 2025
WHAT IF WE GET IT RIGHT







APRIL 2025
A DITCH IN TIME: THE CITY, THE WEST, AND WATER

REGISTER TODAY!
ALSO VIA IG
@ADAMSFORBoulder



MAY 2025
AUTOMATING INEQUALITY: HOW HIGH-TECH TOOLS PROFILE, POLICE, AND PUNISH THE POOR

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taishyasky Adams for Boulder Spring Book club dates finalized! Link in bio or <https://lnkd.in/gV-SGarZ> to learn more and register!

Together we thrive!

#adamsforboulder

2 days ago



taishyasky



Adams for Boulder Book Club - Spring 2025

Join **Taishya Adams** for a series designed to inspire, inform, challenge, align, and activate collectively!

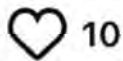
FEBRUARY 2025
THE MESSAGE. BY T. COATES

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MAY 2025
AUTOMATING INEQUALITY: HOW HIGH-TECH TOOLS PROFILE, POLICE, AND PUNISH THE POOR.

REGISTER TODAY!
@ADAMSFORBoulder ON IG - LINK IN BIO



taishyasky Join me for a series that series that will inspire, inform, challenge, align, and simulate collective action! We will use a hybrid format that allows virtual and in person participation. This series is open to anyone who lives, works, plays, studies, visits, or has some other meaningful relationship with our city. For the in person sessions, we will invite community leaders and organizations working on the topic to build relationships and deepen collaboration towards shared goals!



taishyasky



This Week's Boulder 1/4

Community Engagements

Nov 25 - Dec 1, 2024

- 26 ROLLER SKATING WITH SK8D8**
Tuesday | 7:00 - 9:00 pm | Avalon Ballroom
- 29 UN-THANKSGIVING HIKE WITH WOMENS WILDERNESS**
Thursday | 8:00 - 12:00 pm | Ticket Required
- 29 CANDLELIGHT VIGIL FOR SAND CREED MASSACRE**
Thursday | 6:00 - 8:00 pm | Colorado State Capital
- 29 BOULDER CITY COUNCIL MEETING**
Thursday | 7:00 - 8:00 pm | Boulder City Council
NO CITY COUNCIL MEETING 11/29/2024
- 30 NATURAL HIGHS WINTER CRAFT MARKET**
Saturday | 1:00 - 4:00 pm | Museum of Boulder




taishyasky Happy Monday Boulder! As we enter this week, let us center learning, unlearning, and relearning Indigenous and Tribal history as we approach the Thanksgiving holiday.

My Thanksgiving holiday will be spent deep diving into the Colorado Truth, Restoration, and Education Commission Reports on "The Legal and Political History of Colorado Tribes" and the "Historic Loss Assessment"



taishyasky
Boulder, Colorado



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taishyasky Thank you again to the Nablus Boulder Sister City Project board members and volunteers for hosting a Palestinian delegation here in our city. Thank you for sharing your courage, strength, and determination to self-determination and co-existence. We look forward to more as we work to build cultural resilience and raise funds for the Askur Refugee Camp in Nablus. If you are interested in joining this efforts, please email me at adamst@bouldercolorado.gov. Together we thrive! [#adamsforboulder](#) [#peace](#) [#freedom](#)

September 30, 2024



taishyasky
Boulder, Colorado



taishyasky Thank you to Hatem, Esrea, and Brenda for meeting with Councilmember Folkerts and I this afternoon.

Reading articles and books is not the same as sitting across from someone. Thank you to Hatem for sharing your music, dance, culture, and lived experiences from Palestine, the Askar Refugee Camp in Nablus, and the world.

Thank you for your courage and strength to share your experiences during these last four years of escalated daily assault. In a place meant to be a safe zone for civilian men, women, and children. A 'home' to 16,000 people with streets the size of sidewalks and number



taishyasky



❤️ 18 💬 2 📌



taishyasky Thank you to James Edward Mills for hosting a screening of *Blackwaters: Brotherhood in the Wild* which shares the power of five Black men "whose paths have been challenged with loss, defeat, fear, and pain."

Providing us with an intersectional view of culture, climate, and community. I look forward to bringing these folks back to Colorado as so many need to see



TAISHYASKY
Posts

Follow



taishyasky Hot off the presses! Check out the Adams for Boulder Field Notes from June and July 2024! Highlights includes new parks and trails as well as what I did during my summer break! In addition, the notes include the annual meetings for the Boulder Chamber, Latino Chamber of Boulder County, and the Metro Denver Business Chamber. We are all working hard to balance the needs and wants of people and planet. Together we thrive! Link in Bio!! [#adamsforboulder](#) [#policy](#) [#climate](#)

August 5, 2024



taishyasky



35 1 2



taishyasky It's a wrap!! Thank you again to [@next100coalition](#), [@we_are_justice_outside](#), and [@pgm_one](#) for co-hosting the [#weareone](#) summit this week. Today was the resource fair!! I'll be sharing my takeaways next week on our blog! Stay tuned!! [#mukuyucollective](#) [#policy](#) [#climate](#) [#environmentaljustice](#)

June 28, 2024



taishyasky Thank you to kristepeoples and [@womenswilderness](#) for hosting our first annual [@cityofboulder](#) [#juneteenth](#) hike. This hike invited us to learn, unlearn, and relearn about Emancipation Proclamation and reconnect with the full Colorado history. A history inclusive of Black and African Americans from OT Jackson to the first Black [@cuboulder](#) graduates. We honored all those whose intellectual and physical labor was used to generate intergenerational wealth and the foundation of our country. Wealth denied to them and their ancestors to this day. And yet, my ancestors and I have navigated these inequitable systems to still be here and to co-create new 'freedom' paradigms that don't put one group against another. Today make a commitment to reimagine freedom to ensure that all who who lives, works, plays, and studies here in the city are seen, valued, and heard. Together we thrive! More photos and a full debrief in the upcoming June Field Notes! Subscribe in the bio link. [#adamsforboulder](#) [#wearenature](#) [#freedom](#)

June 15, 2024



TAISHYASKY
Posts

Follow

April 22 - 28, 2024

EARTH WEEK 2024!
22-27 Events throughout City of Boulder & Beyond
<https://bouldercolorado.gov/news/your-guide-earth-day-boulder>

24 COMMUNITY CONVERSATIONS: NATURE-BASED CLIMATE SOLUTIONS
Wednesday | 5:30-7:30 pm | 1630 Hawthorn Ave.

25 BOULDER CITY COUNCIL MEETING
Topics: Chronic Nuisance & Affordable Housing Update
Thursday | 6:00 pm | Hybrid (in person and virtual)

27 FIESTA DE LAS LUCES: SONGS OF MEXICO
Saturday | 3:30 pm | First United Methodist Church | \$26

Week of Boulder
Community Engagements
29 - May 5, 2024

ROLLER SKATING WITH SK8D8
Wednesday | 7:00 - 9:00 pm | Avalon Ballroom

NEW ERA COLORADO FUNDRAISER
Wednesday | 5 - 6 pm | RSVP Required

SPRING DOWNTOWN TOWN HALL
Thursday | 8 - 10 am | eTown Hall

BOULDER CITY COUNCIL MEETING
Topics: Land Use and Council Retreat Update
Thursday | 7:00 pm | Hybrid (in person and virtual)

ADAMS
FOR BOULDER CITY COUNCIL



taishyasky FIELD NOTES READY!! Visit adamsforboulder.com to access the April/May 2024 Field Notes! This is a double edition capturing highlights from the last two months of serve on the @cityofboulder council. Together we thrive! Link in bio too! #adamsforboulder

June 5, 2024



TAISHYASKY
Posts

Follow



taishyasky



City of Boulder

Bike to Work Month June Activities

- 8 BIG BOULDER DOG WALK**
Saturday | 9:30 - 11:00 am | 800 Cherry Ave
- 12 INTRODUCTION TO EBIKE SAFETY AND MAINTENANCE**
Wednesday | 5:00 - 6:30 pm | 2512 Broadway
- 18 BIKE SHOW!**
Tuesday | 5:00 - 7:30 pm | 1898 S Flatiron Ct
- 22 WALK 360 SLOW MARATHON**
Saturday | 7:00 - 6:00 pm | 593 Lee Hill Dr
- 26 WALK AND BIKE TO WORK DAY**
Wednesday | 6:00 - 9:00 am | Moe's at 637 S Broadway





6

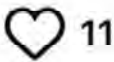


taishyasky What month is it Pride Month? YES! Black Music Month? YES! ... and let us not forget about Bike and Walk Month! Join me as we celebrate, raise awareness, deepen understanding and advocate for communities that balance people and planet by expanding human centered design to all living beings. By decreasing car infrastructure and use, we co create paths ways that are less extractive and toxic. Together we thrive! [#adamsforboulder](#) [#lesscarsmorebikes](#)

June 4, 2024



taishyasky
Boulder, Colorado

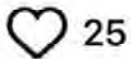


taishyasky Congratulations to the Black-identifying graduating seniors from [@bvsdcolorado](#) and [@stvrainvalleyschools](#)! Thank you to the [@naacpbouldercounty](#) education committee for coordinating this gathering for students, family, faculty, and friends!! I remember vividly our Black identifying senior ceremony at Vassar College. Being in community with others who share your cultural identify in predominately white institutions was critical for me. The community allowed me to feel seen, valued, and heard. It provided a healing place to combat the bias, discrimination, aggressions and erasure. I ran for city council because I did not want others to face discrimination and erasure. I ran because I believe everyone is worthy of life, liberty and the pursuit of happiness in our community regardless of race/ ethnicity, gender, age, education level, language, LGBTQAI+ status, or ability. Together, we thrive!! [#adamsforboulder](#)

May 2, 2024



taishyasky
University of Colorado



taishyasky Thank you Julie for opening your heart and your Palestinian family's stories, artifacts, and wisdom to create this impactful, informative, and beautiful experience together with CU students for our Boulder community to learn more about the lives of Palestinian people from the past to the present. Thank you for sharing the fullness of your culture with us through film, music, dance, food, and panel discussions. As we spring into a new season, I am hopeful we can center



taishyasky



taishyasky It's a wrap! Thank you again @leagueofcities for hosting a strong national gathering of local elected council members, mayors, and commissioners as well as their staff. Special thanks to the @cityofboulder Council members @nicolekspeer and Council member @laurenfolkerts for joining me! I'm working on a debrief memo to my fellow council members and city staff. I will also includes these reflections in the March Adams for Boulder Field Notes! Together, we thrive! #adamsforboulder #wearenature #policy #research #practice #community

March 14, 2024



16

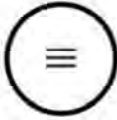


taishyasky Let goooooo! Excited for the opportunity to connect with other local electeds!! #lifelonglearning #connections #adamsforboulder #togetherwethrive #nlc24

March 10, 2024



taishyasky



Boulder City Councilmember Taishya Adams is an example of Black-Palestinian solidarity

Myrna Morales February 28, 2024



121



6



15



taishyasky We are all interconnected.

I didn't run for office to half step on the issues that we impact and have the power to influence.

taishyasky We are all interconnected.

I didn't run for office to half step on the issues that we impact and have the power to influence.

Thank you to my colleague, Lauren Folkerts, who was the only other council meneber with an unwavering nod. Thank you to fellow council members Speer and Schauhard for their willingness to consider revisiting a clause the prohibited involvement in international affairs.

Thank you to all the constituents as well as those who cannot vote here but live, work, study, and play here. We see you. We hear you.

Thank you for using this muscle called democracy to end the death and starvation of Palestinians in Gaza.

Thank you to KGNU Community Radio for covering this issue and not shying away from the difficult conversation. I'd rather have the difficult conversation then the silence of intergenerational dysfunction and illusion.

Thank you to all those around the nation and the world willing to stand for shared humanity and collective liberation.

Take a listen:

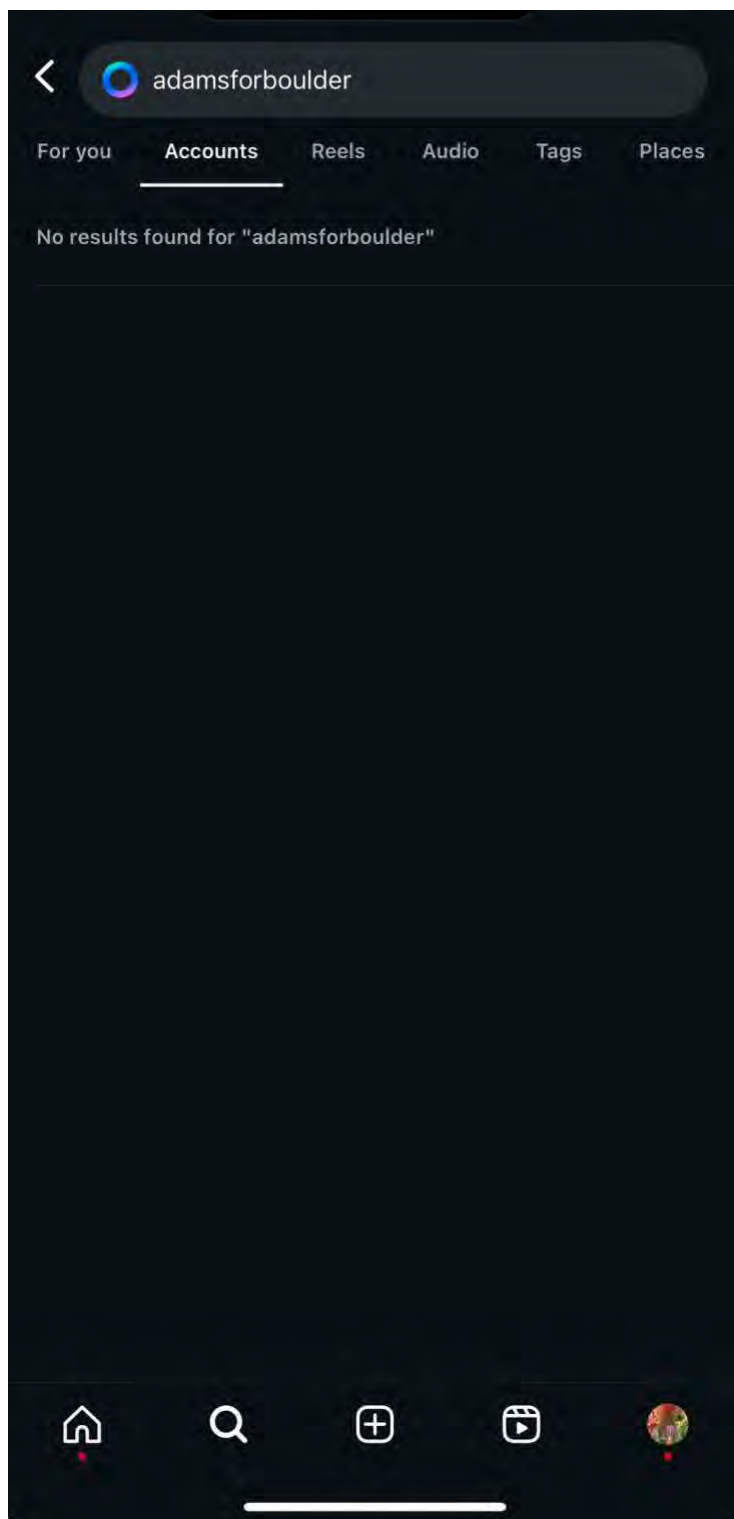
<https://lnkd.in/eGKB6wJa>

[#ceasefirenow](#)

[#humanitarianaidnow](#)

[#selfdeterminationforall](#)

February 28, 2024



Results when Aaron Brooks' does search for @adamsforboulder (IG)

February 21, 2025

Ms. Elesha Johnson
City Clerk
1777 Broadway
Boulder, CO 80302

RE: ADDENDUM TO COMPLAINT FILED FEBRUARY 5, 2025

“We declare under penalty of perjury that the foregoing is true and correct.”

Dear Ms. Johnson:

We would like to attach some additional information to the complaint filed 2/5/2025. As noted in the original complaint, I registered for a virtual session (last Wednesday of the month, 2/26, but also confusingly indicated as 2/19), later received notice that my registration was canceled, and then sent an email telling her that I’d received cancellation notice and that I had registered for virtual event. I received no response. I registered specifically for the Wednesday virtual event since I observe the beginning of the Jewish sabbath on Friday evenings. **Please see attachments 1a, 1b, and 1c.**

Elise Mordos registered on February 5, and never received any confirmation of her registration, or any email follow-up by Adams. She would like her name added to this complaint.

Since the time of our registration, Adams has now added a line on the bottom of the registration form that reads: “NOTE: This is not an official City of Boulder event. Though open to the public, this is not a public event. Participation will be at the discretion of the organizer.” **Please see attachment 2.**

On flyers for the book group, it says very clearly, “this hybrid offering is open to anyone who lives, works, plays, studies, and/or visits the City of Boulder. In addition, the “Adams for Boulder” logo is on the flyers, which certainly seems to infer it is under the rubric of the City since she is a councilwoman. Adams also posts about the event on her “Adams for Boulder” Instagram (and on her personal IG). As can be seen, Adams uses her @adamsforboulder IG to recruit people to register in her bio, and then also lists her personal email address. There is a confusing blurring of political/ personal accounts here. **Please see attachments 3a, 3b, and 3c.**

Please confirm receipt of this letter and attachments.

Sincerely yours,

Rachel Amaru
898 Racquet Lane
Boulder, CO 80303

Aaron Brooks
1508 Harrison Avenue
Boulder, CO 80303

Elise Mordos
457 Pearl Street
Boulder, CO 80302

cc: Nuria Rivera-Vandermyde, Boulder City Manager
Aaron Brocket, Boulder Mayor
Teresa Tate, City Attorney



From: Taishya Adams taishya.adams@gmail.com
Subject: Adams for Boulder Book Club - The Message Scheduling!
Date: January 29, 2025 at 6:29 PM
To: undisclosed-recipients;;
Bcc: rachelamaru@gmail.com

Thank you for joining me on this reciprocal learning journey! This series is designed to inspire, inform, challenge, align, repair, reconnect, and simulate collective action!

SCHEDULING

It is preferred to attend either in person versus virtual sessions.

- **Virtual** - I will be hosting a virtual session on the **last Wednesday of the respective month from 7:00 - 8:30 pm MT.** I will be sending out a calendar hold for those who expressed interest. Please decline if you plan to join the in person session. The Message book talk virtual session will be hosted on Wednesday, February 19th 7:00 – 8:30 pm MT.
- **In person** - Please use this [doodle poll](#) to share your preference for the February, March, April, and May in person dates. Please respond to the form by 3:00 pm on Friday, January 31st. Link - <https://doodle.com/meeting/participate/id/b4VP71nc>.

STRUCTURE

The Message is emotionally, intellectually, and spiritually moving. To best honor the topic and nature of our current discourse, I will be using a mix of whole group and breakout sessions for our virtual and in person book discussions. The breakouts are: (1) for Muslim identifying people, (2) for Jewish identifying people, and (3) for those interested in a multicultural discussion with people representing diverse identities and lived experiences. I believe having multi pathways to engage will be critical.

FACILITATORS

I am securing compassionate and seasoned breakout session facilitators. I have identified a few strong candidates and working on availability but if you are a seasoned facilitator with strong cultural competence, please email me directly to be considered. I don't have an honorarium but am happy to explore time banking as a meaningful exchange.

LOCATIONS

I am confirming the location based on the number of current in person participants. I may host at my home, the public library, a local coffee/tea shop ... options. I will update the calendar hold as locations are confirmed.

If you have other book recommendations, please email them to taishya.adams@gmail.com. Thank you again for your interest. The fall series will focus on Indigenous/Tribal issues as well as urban agriculture. If you are interested in other topics, please add to the comments section.

Together we thrive,
Taishya

Below are the selected books for your reference.

February 2025:

The Message by Ta-Nehisi Coates - Written at a dramatic moment in American and global life, this work from one of the country's most important writers is about the urgent need to untangle ourselves from the destructive myths that shape our world--and our own souls--and embrace the liberating power of even the most difficult truths.

March 2025:


What If We Get It Right?: Visions of Climate Futures by Ayana Elizabeth Johnson - Through clear-eyed essays and vibrant conversations, infused with data, poetry, and art, Ayana Elizabeth Johnson guides us through solutions and possibilities at the nexus of science, policy, culture, and justice. Visionary farmers and financiers, architects and advocates, help us conjure a flourishing future, one worth the effort it will take--from every one of us, with whatever we have to offer--to create.

April 2025:

A Ditch in Time: The City, the West, and Water by Patricia Nelson Limerick - Tracing the origins and growth of the Denver Water Department, this study of water and its unique role and history in the West, as well as in the nation, raises questions about the complex relationship among cities, suburbs, and rural areas, allowing us to consider this precious resource and its past, present, and future with both optimism and realism.

May 2025:

Automating Inequality: How High-Tech Tools Profile, Police, and Punish the Poor by Virginia Eubanks - Since the dawn of the digital age, decision-making in finance, employment, politics, health and human services has undergone revolutionary change. Today, automated systems--rather than humans--control which neighborhoods get policed, which families attain needed resources, and who is investigated for fraud. While we all live under this new regime of data, the most invasive and punitive systems are aimed at the poor.

From: Taishya Adams taishya.adams@gmail.com 
Subject: Canceled event from an unknown sender: ABC Book Club - The Message (Virtual Session) @ Wed Feb 26, 2025 7pm - 8:30pm (MST) (rachelamaru@gmail.com)
Date: February 3, 2025 at 6:13 PM
To: rachelamaru@gmail.com



This event has been canceled and removed from your calendar.

Attachments



Thank you for joining the Adams for Boulder City (ABC) Spring 2025 Book Club Series!

This reciprocal learning journey is designed to inspire, inform, challenge, align, repair, reconnect, and simulate collective action! All grounded in mutual respect, interdependence, and a kinship worldview.

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- February 21st, 6:00 - 7:30 pm - The Message
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- May 21st, 6:30 - 8:00 pm - Automating Inequality

Please email taishya.adams@gmail.com if you have any questions or would like to extend an invitation to another community member and/or organization who live, work, play, study, and/or visits our City of Boulder.

Together we thrive,
Taishya

Ps. Follow me at @adamsforboulder on IG and BlueSky.

When

Wednesday Feb 26, 2025 · 7pm – 8:30pm (Mountain Time - Denver)

Location

TBD - in Boulder, Colorado

[View map](#)

Organizer

Taishya Adams

taishya.adams@gmail.com

Guests

(Guest list has been hidden at organizer's request)

Invitation from [Google Calendar](#)

You are receiving this email because you are subscribed to calendar notifications. To stop receiving these emails, go to [Calendar settings](#), select this calendar, and change "Other notifications".

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

Mail Attachment.ics

2 KB



invite.ics

2 KB





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Date: February 3, 2025 at 9:12 PM
To: Taishya Adams taishya.adams@gmail.com

i registered for virtual and then received a cancellation.

On Jan 31, 2025, at 4:23 PM, Taishya Adams <taishya.adams@gmail.com> wrote:

This event isn't in your calendar yet
 You haven't interacted with taishya.adams@gmail.com before. Do you want to automatically add this and future invitations from them to your calendar?
[Add to calendar](#)

Attachments

Announcement.png

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Taishya

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Location

TBD - in Boulder, Colorado

[View map](#)

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Taishya Adams
taishya.adams@gmail.com

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Reply for rachelamaru@gmail.com

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<Mail Attachment.ics><invite.ics>

Messages

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Together we thrive,
Taishya

NOTE: This is not an official City of Boulder event. Though open to the public, this is not a public event. Participation will be at the discretion of the organizer.

rachelamaru@gmail.com [Switch account](#)

Not shared



* Indicates required question

Name *

Request edit access

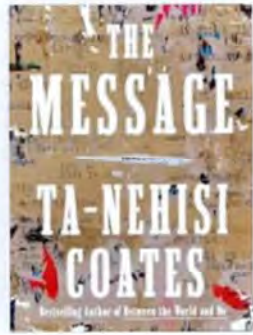
Your answer



adamsforboulder
Boulder, Colorado



Adams for Boulder Book Club - Spring 2025



FEBRUARY 2025
THE MESSAGE, BY T. COATES

Join **Taishya Adams** for a series designed to inspire, inform, challenge, align, and activate collectively!



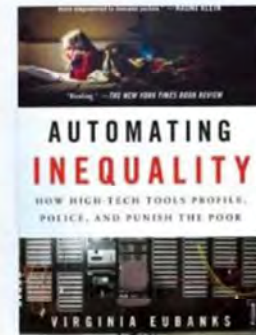
This hybrid offering is free and open to anyone who lives, works, plays, studies, and/or visits the City of Boulder.



APRIL 2025
A DITCH IN TIME: THE CITY, THE WEST, AND WATER



MARCH 2025
WHAT IF WE GET IT RIGHT



MAY 2025
AUTOMATING INEQUALITY: HOW HIGH-TECH TOOLS PROFILE, POLICE, AND PUNISH THE POOR

REGISTER TODAY!
ALSO VIA IG
@ADAMSFORBoulder



adamsforboulder Adams for Boulder Spring Book club dates finalized! Link in bio or <https://lnkd.in/gV-SGarZ> to learn more and register!

Together we thrive!

#adamsforboulder

February 3

Below are the selected books for your reference. Please let us know which books you are interested in and how you would like to engage with the group (e.g. in person or virtual). We will send separate emails to the specific book groups to coordinate the scheduling and in person sessions.

February 2025:

The Message by Ta-Nehisi Coates

March 2025:

What If We Get It Right?: Visions of Climate Futures by Ayana Elizabeth Johnson

April 2025:

A Ditch in Time: The City, the West, and Water by Patricia Nelson Limerick

May 2025:

Automating Inequality: How High-Tech Tools Profile, Police, and Punish the Poor by Virginia Eubanks

REGISTER AND RECOMMENDATIONS

To register for the series, link in [@adamsforboulder](#) bio. If you have questions, please email them to taishya.adams@gmail.com. Thank you again for your interest. The fall series will focus on Indigenous/Tribal issues as well as urban agriculture. If you are interested in other topics, please add to the comments section of the registration form. [#adamsforboulder](#)

**Posts****Follow**

or has some other meaningful relationship with our city. For the in person sessions, we will invite community leaders and organizations working on the topic to build relationships and deepen collaboration towards shared goals!

Below are the selected books for your reference. Please let us know which books you are interested in and how you would like to engage with the group (e.g. in person or virtual). We will send separate emails to the specific book groups to coordinate the scheduling and in person sessions.

February 2025:

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January 8

February 24, 2025

Ms. Elesha Johnson
City Clerk
1777 Broadway
Boulder, CO 80302

Dear Ms. Johnson:

“We declare under penalty of perjury that the information below is true and correct.”

We would like to file a complaint of discrimination with regard to Boulder City Councilwoman Taishya Adams barring Boulder citizens from attending a book group publicly sponsored in her capacity as a councilwoman.

In addition to Rachel Amaru being barred from attending the book group, Elise Mordos was also barred from attending the book group and would like to have her name added to the complaint.

Rachel Amaru registered for a virtual session (last Wednesday of the month, 2/26, but also confusingly indicated as 2/19), later received notice that her registration was canceled, and then sent an email telling Adams that she'd received cancellation notice and that she had registered for the virtual event. Amaru received no response from Adams. Amaru registered specifically for the Wednesday virtual event since she observes the beginning of the Jewish sabbath on Friday evenings. **Please see attachments 1a, 1b, and 1c to substantiate the original complaint filed 2/5/25.**

Elise Mordos registered on February 3, and never received any confirmation of her registration, or any email follow-up by Adams. She re-registered on February 20, and again received no reply.

Since the time of our registration, Adams has now added a line on the bottom of the registration form that reads: “NOTE: This is not an official City of Boulder event. Though open to the public, this is not a public event. Participation will be at the discretion of the organizer.” **Please see attachment 2.**

We would like to file a complaint against Adams for misuse of her social media accounts (IG) to promote a program (book group) advertised as open to all, and then barred Boulder citizens from attending the advertised program (book group).

On flyers for the book group, it says very clearly, “this hybrid offering is open to anyone who lives, works, plays, studies, and/or visits the City of Boulder. In addition, the “Adams for Boulder” logo is on the flyers, which certainly seems to infer it is under the rubric of the City since she is a councilwoman. Adams also posts about the event on her “Adams for Boulder” Instagram (and on her personal IG). As can be seen, Adams uses her @adamsforboulder IG to recruit people to register in her bio, and then also lists her personal email address. There is a confusing blurring of political/ personal accounts here. **Please see attachments 3a, 3b, and 3c.**

Please confirm receipt of this letter and attachments.

Sincerely yours,

Rachel Amaru
898 Racquet Lane
Boulder, CO 80303

Elise Mordos
457 Pearl Street
Boulder, CO 80302

Aaron Brooks
1508 Harrison Avenue
Boulder, CO 80303

cc: Nuria Rivera-Vandermyde, Boulder City Manager
Aaron Brockett, Boulder Mayor
Teresa Tate, City Attorney

From: Johnson, Elesha <JohnsonE2@bouldercolorado.gov>
Sent: Tuesday, March 4, 2025 6:29 PM
To: Rachel Amaru <rachelamaru@gmail.com>
Cc: Aaron Brooks <aaronbrooks564@gmail.com>; Elise Mordos <emordos@gmail.com>; Jeffrey L. Skovron <jlskovron@gmail.com>
Subject: RE: question - EMJ REPLY - RECEIVED

Good evening,

Your supplemental information has been received and will be processed with your complaint.

Elesha

From: Rachel Amaru <rachelamaru@gmail.com>
Sent: Tuesday, March 4, 2025 4:20 PM
To: Johnson, Elesha <JohnsonE2@bouldercolorado.gov>
Cc: Aaron Brooks <aaronbrooks564@gmail.com>; Elise Mordos <emordos@gmail.com>; Jeffrey L. Skovron <jlskovron@gmail.com>
Subject: Re: question - EMJ REPLY

External Sender Notice This email was sent by an external sender.

Dear Elesha,

Please see attached. Since I didn't know if everything sent in with regard to this complaint required a perjury statement, I included it.

I also don't know how the complaints have been separated. These documents certainly support Mr. Skovron's complaint as well as ours, but since you requested that he file his independently, I have not added his name to this attachment.

Please confirm receipt.

Thank you,

Rachel Amaru
Aaron Brooks

Elise Mordos

On Mar 4, 2025, at 1:01 PM, Johnson, Elesha
<JohnsonE2@bouldercolorado.gov> wrote:

Good afternoon,

We will need the additional documents as soon as possible or by close of business today but, ***be advised that no additional supplementation will be possible.***

Kindest regards,

Elesha

Elesha M. Johnson, CMC, CRA
City Clerk/Records Manager



City of Boulder
City Manager's Office

City Clerk's Office
1777 Broadway | Boulder, CO 80302
cityclerksoffice@bouldercolorado.gov
303.441.4222

From: Rachel Amaru <rachelamaru@gmail.com>
Sent: Tuesday, March 4, 2025 7:46 AM
To: Johnson, Elesha <johnsone2@bouldercolorado.gov>
Cc: Aaron Brooks <aaronbrooks564@gmail.com>; Elise Mordos

<emordos@gmail.com>; Jeff Skovron <jlskovron@gmail.com>

Subject: question

External Sender Notice This email was sent by an external sender.

Dear Elesha,

We have a number of additional documents we would like the investigator to see that substantiate our complaints.

Please let me know the procedure for how to do this.

Thank you in advance for your help,

Rachel Amaru

Aaron Brooks

Elise Mordos

Jeff Skovron

May the hostages held in Gaza be swiftly returned to their homes and families.

May the hostages held in Gaza be swiftly returned to their homes and families.



From: Taishya Adams taishya.adams@gmail.com
Subject: Adams for Boulder Book Club - The Message Scheduling!
Date: January 29, 2025 at 6:29 PM
To: undisclosed-recipients;;
Bcc: rachelamaru@gmail.com

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- **Virtual** - I will be hosting a virtual session on the **last Wednesday of the respective month from 7:00 - 8:30 pm MT.** I will be sending out a calendar hold for those who expressed interest. Please decline if you plan to join the in person session. The Message book talk virtual session will be hosted on Wednesday, February 19th 7:00 – 8:30 pm MT.
- **In person** - Please use this [doodle poll](#) to share your preference for the February, March, April, and May in person dates. Please respond to the form by 3:00 pm on Friday, January 31st. Link - <https://doodle.com/meeting/participate/id/b4VP71nc>.

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Taishya

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From: Taishya Adams taishya.adams@gmail.com 

Subject: Canceled event from an unknown sender: ABC Book Club - The Message (Virtual Session) @ Wed Feb 26, 2025 7pm - 8:30pm (MST) (rachelamaru@gmail.com)

Date: February 3, 2025 at 6:13 PM

To: rachelamaru@gmail.com



This event has been canceled and removed from your calendar.

Attachments



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Ps. Follow me at @adamsforboulder on IG and BlueSky.

When

Wednesday Feb 26, 2025 · 7pm – 8:30pm (Mountain Time - Denver)

Location

TBD - in Boulder, Colorado

[View map](#)

Organizer

Taishya Adams

taishya.adams@gmail.com

Guests

(Guest list has been hidden at organizer's request)

Invitation from [Google Calendar](#)

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Mail Attachment.ics

2 KB



invite.ics

2 KB





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Location
TBD - in Boulder, Colorado
[View map](#)

Organizer
Taishya Adams
taishya.adams@gmail.com

Guests
(Guest list has been hidden at organizer's request)

Reply for rachelamaru@gmail.com

Yes
No
Maybe
More options

Attachments

Announcement.png

Invitation from [Google Calendar](#)

You are receiving this email because you are subscribed to calendar notifications. To stop receiving these emails, go to [Calendar settings](#), select this calendar, and change "Other notifications".

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

<Mail Attachment.ics><invite.ics>

under this new regime of data, the most invasive and punitive systems are aimed at the poor.

If you have other book recommendations, please email them to taishya.adams@gmail.com. Thank you again for your interest. The fall series will focus on Indigenous/Tribal issues as well as urban agriculture. If you are interested in other topics, please add to the comments section.

If you have questions, please email taishya.adams@gmail.com.

Together we thrive,
Taishya

NOTE: This is not an official City of Boulder event. Though open to the public, this is not a public event. Participation will be at the discretion of the organizer.

rachelamaru@gmail.com [Switch account](#)

Not shared



* Indicates required question

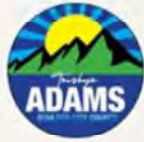
Name *

Request edit access

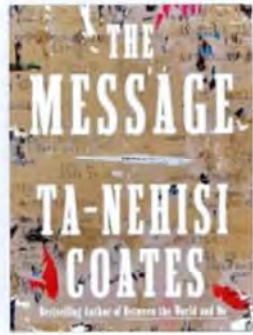
Your answer



adamsforboulder
Boulder, Colorado



Adams for Boulder Book Club - Spring 2025



FEBRUARY 2025
THE MESSAGE, BY T. COATES

Join **Taishya Adams** for a series designed to inspire, inform, challenge, align, and activate collectively!



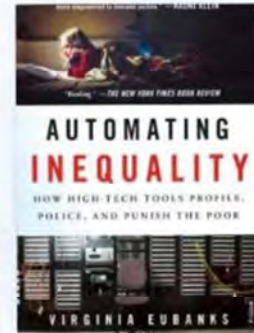
This hybrid offering is free and open to anyone who lives, works, plays, studies, and/or visits the City of Boulder.



APRIL 2025
A DITCH IN TIME: THE CITY, THE WEST, AND WATER



MARCH 2025
WHAT IF WE GET IT RIGHT



MAY 2025
AUTOMATING INEQUALITY: HOW HIGH-TECH TOOLS PROFILE, POLICE, AND PUNISH THE POOR

REGISTER TODAY!
ALSO VIA IG
@ADAMSFORBoulder



adamsforboulder Adams for Boulder Spring Book club dates finalized! Link in bio or <https://lnkd.in/gV-SGarZ> to learn more and register!

Together we thrive!

#adamsforboulder

February 3

Below are the selected books for your reference. Please let us know which books you are interested in and how you would like to engage with the group (e.g. in person or virtual). We will send separate emails to the specific book groups to coordinate the scheduling and in person sessions.

February 2025:

The Message by Ta-Nehisi Coates

March 2025:

What If We Get It Right?: Visions of Climate Futures by Ayana Elizabeth Johnson

April 2025:

A Ditch in Time: The City, the West, and Water by Patricia Nelson Limerick

May 2025:

Automating Inequality: How High-Tech Tools Profile, Police, and Punish the Poor by Virginia Eubanks

REGISTER AND RECOMMENDATIONS

To register for the series, link in [@adamsforboulder](#) bio. If you have questions, please email them to taishya.adams@gmail.com. Thank you again for your interest. The fall series will focus on Indigenous/Tribal issues as well as urban agriculture. If you are interested in other topics, please add to the comments section of the registration form. [#adamsforboulder](#)

January 8

**Posts****Follow**

or has some other meaningful relationship with our city. For the in person sessions, we will invite community leaders and organizations working on the topic to build relationships and deepen collaboration towards shared goals!

Below are the selected books for your reference. Please let us know which books you are interested in and how you would like to engage with the group (e.g. in person or virtual). We will send separate emails to the specific book groups to coordinate the scheduling and in person sessions.

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REGISTER AND RECOMMENDATIONS

Link in bio to register for the series. If you have questions, please email them to taishya.adams@gmail.com. Thank you again for your interest. The fall series will focus on Indigenous/Tribal issues as well as urban agriculture. If you are interested in other topics, please add to the comments section of the registration form. [#adamsforboulder](#) [#climate](#) [#culture](#) [#community](#)

January 8

March 4, 2025

Ms. Elesha Johnson
City Clerk
1777 Broadway
Boulder, CO 80302

Dear Ms. Johnson:

“We declare under penalty of perjury that the information below is true and correct.”

We thought the following pieces of information should be included with the complaints that have been filed against councilwoman Taishya Adams.

1. The email below from Taishya Adams to Bruce Shaffer indicates that Adams uses @adamsforboulder for City Council related business, which she now denies based on the bio included on her IG @adamsforboulder social media account (attached); note also that she writes this from her adamsforboulder email.
2. An email from Adams to Elise Mordos with her email signature, and an indication that her IG account is @adamsforboulder (two copies; one with dropdown to show council email, and one that shows date of communication).

Thank you for attaching these to our complaint.

Sincerely yours,

Rachel Amaru
Aaron Brooks
Elise Mordos

From: bruce shaffer brucepshaffer@gmail.com
Subject: Your ethics complaints
Date: March 3, 2025 at 3:01 PM
To: Jeffrey L. Skovron jlskovron@gmail.com, Rachel Amaru rachel.amaru@gmail.com, Elise Mordos emordos@gmail.com, Aaron Brooks aaronbrooks564@gmail.com



Jeff et al.
I don't know if the correspondence below is of any evidentiary value or not. It pertained to her Facebook accounts. But she admitted that her Facebook account called [@adamsforboulder](https://www.facebook.com/adamsforboulder) is for City Council related business.

bruce

From: **Taishya Adams** <taishya@adamsforboulder.com>
Date: Tue, Apr 2, 2024 at 1:50 AM
Subject: Re: Open letter to Council member Taiysa Adams
To: bruce shaffer <brucepshaffer@gmail.com>
Cc: <tatet@bouldercoolorado.gov>

Good afternoon,

I used [@adamsforboulder](https://www.facebook.com/adamsforboulder) for my City Council related business. All comments remain there as is the policy.

I do not have to keep comments on my private social media accounts.

I will met again with our lawyer to confirm.

Kindly,
Taishya

Taishya Adams (she/her)
Official Candidate, Boulder City Council 2023
Campaign Website: www.adamsforboulder.com
Campaign Phone: 720-514-9741
Residing on Arapaho, Ute, Cheyenne, and Shoshone Land

On Mon, Apr 1, 2024 at 3:51 PM bruce shaffer <brucepshaffer@gmail.com> wrote:

Dear Council member Adams:

You are an elected official, a public figure, and an influencer who uses Facebook as a platform for your opinions and positions. You have numerous times publicly re-posted third-party content that you adopt about the Israel - Hamas war, an issue that you wanted City Council to weigh in on via a ceasefire resolution [1]. Yet, last week, you deleted three comments I fairly made to some of that content, comments that reasonably challenged the factual basis, credibility and intellectual honesty of that content. Moreover, you blocked me from seeing your public posts anymore, thus denying me the opportunity to comment further. It's all quite legal, but less than would be expected from someone with authority - like any council member - to promote their positions on matters of public interest into affecting public policy.



Adams, Taishya

Re: Antisemitic rem
To: Elise Mordos,

✓ AdamsT@bouldercolorado.gov

5 at 3:06 PM



[Details](#)

Thank you for sharing w
send through my officia
community members, c

- Copy Address
- Add to VIPs
- Block Contact
- New Email

any email I
d any

Add to Contacts

Search for "Adams, Taishya"

We are one,
Taishya

Taishya Adams (she/her)
Councilmember, Boulder City Council
Resides on Ute, Arapaho, Cheyenne, and Shoshone Land

Let's stay connected:

- Follow me [@adamsforboulder](#) on Instagram
- [Subscribe](#) to my monthly newsletter
- Email request to access virtual meeting calendar

[See More](#) from Elise Mordos



From: **Taishya Adams** >

To: **Elise Mordos** >

Cc: **Teresa Tate** > **Aaron Brockett** >

February 24, 2025 at 15:06



Re: Antisemitic remarks by Adams

Thank you for sharing with my colleagues. Know that any email I send through my official city email is open to CORA and any community members, council member, or city staff.

We are one,
Taishya

Taishya Adams (she/her)
Councilmember, Boulder City Council
Resides on Ute, Arapaho, Cheyenne, and
Shoshone Land

Let's stay connected:

- Follow me [@adamsforboulder](#) on Instagram
- [Subscribe](#) to my monthly newsletter
- Email request to access virtual meeting calendar

3:34



< **adamsforboulder** ...



852 posts **468** followers **419** following

Taishya Adams

I am an educator, policymaker, outdoor recreationalist, and entrepreneur serving Boulder, CO. This site is not affiliated with Boulder City Council.

linktr.ee/adamsforboulder

Follow **Message** +0

- Aug/Sept 2024
- March 2024
- Field Notes
- #weallbelo...
- Highlight



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Consideration of a Site Review for the redevelopment of a 9.87-acre site at 1855 S Flatiron Ct. with three Research and Development buildings totaling 208,818 square feet. The proposal includes a request for a height modification to allow for two three-story buildings up to 50' in height and one three-story building up to 45' in height, a request for a 25% parking reduction, and a modification to site access control to allow for two access points. The applicant has requested Vested Rights. Reviewed under case no. LUR2024-00036.

PRIMARY STAFF CONTACT

Alison Blaine, City Planner Senior

ATTACHMENTS:

Description

- ▣ **4A - 1855 S. Flatiron Ct. Site Review**



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 20, 2025

AGENDA TITLE: Call up consideration of a Site Review for the redevelopment of a 9.87-acre site at 1855 S Flatiron Ct. with three Research and Development buildings totaling 208,818 square feet. The proposal includes a request for a height modification to allow for two three-story buildings up to 50' in height and one three-story building up to 45' in height, a request for a 25% parking reduction, and a modification to site access control to allow for two access points. The applicant has requested Vested Rights. Reviewed under case no. LUR2024-00036.

Applicant: Andrew Faulkner, BioMed Realty
Owners: BRE-BMR 1855 FLATIRON LLC
BRE-BMR FLATIRON VIII LLC

REQUESTING DEPARTMENT / PRESENTERS

Nuria Rivera-Vandermyde, City Manager
Brad Mueller, Planning & Development Services Director
Charles Ferro, Senior Planning Manager
Alison Blaine, Senior Planner

EXECUTIVE SUMMARY

The purpose of this item is for the City Council to consider whether to call up the Planning Board's decision on an application for a Site Review to redevelop a site with three new Research and Development buildings. On February 18, 2025, the Planning Board held a public hearing and voted 3-3 (M. Roberts absent) to deny the application and adopt denial findings. The motion did not pass because there were not four affirmative votes for denial. In the case of a tie vote, the Planning Board Procedural Board Rules state that a failure to receive an affirmative vote of four members on a second motion results in a defeat of the item. Therefore, the application was denied, and denial findings were not formally adopted. The Planning Board decision is subject to a 30-day City Council call up period which concludes on March 20, 2025. City Council is scheduled to consider this application for call-up at its meeting on **March 20, 2025**.

The staff memorandum to Planning Board and the applicant's submittal materials along with other related background materials are available on the [Records Archive for the Planning Board](#). The applicant's plan set and written statement is provided in **Attachment B**. The recorded video from the hearings can be found below:

- [January 21, 2025](#) (item begins 3 hours 48 minutes into the video).
- [February 4, 2025](#) (item begins 10 minutes into the video).
- [February 18, 2025](#) (item begins 20 minutes into the video).

REVIEW PROCESS

The purpose of this item is for the City Council to consider whether to call up the above-referenced application for review and comment at a public hearing.

Per Section 9-2-14, B.R.C. 1981, the project requires Concept Plan and Site Review because the site is over 5 acres and the proposal is greater than 100,000 square feet. For background information on the Concept Review and subsequent TAB hearings, please refer to the staff memorandum to the Planning Board at the weblink noted above. Site Reviews are subject to the Site Review criteria in Section 9-2-14(h), B.R.C. 1981. Because the project requested a height modification and includes a request to establish vested rights, the Site Review application requires a staff recommendation and final decision by the Planning Board at a public hearing, subject to call-up by City Council

BOARD AND COMMISSION FEEDBACK

At the public hearing on January 21, 2025, the Planning Board held a quasi-judicial hearing to review the proposed Site Review application described above. Following staff and applicant presentations and public comment, **M. McIntyre** made a motion seconded by **ml Robles** to continue LUR2024-00036 to the February 4, 2025 Planning Board due to the late hour and anticipated length of deliberations. Planning Board voted 7-0. The motion passed.

At the continued public hearing on February 4, 2025, the Planning Board deliberated on the key issues identified in staff's memo. After discussing whether the application met the applicable review criteria, **M. McIntyre** made a motion seconded by **K. Nordback** to continue the item for preparation of denial findings. Planning Board directed staff to return with draft finding of denial for the board's consideration on Feb. 18, 2025. Planning Board voted **6-0** (**J. Boone** absent). The motion passed.

At the continued public hearing on February 18, 2025, an initial motion was made by **M. McIntyre** and seconded by **C. Hanson Thiem** to approve the project with additional conditions. The Planning Board voted **3-3** (**M. Roberts** absent). The motion did not receive an affirmative vote of four, and the motion failed. **L. Kaplan** then made a motion, seconded by **ml Robles**, to deny the application and adopt the denial findings of fact prepared for the Planning Board's consideration.

Two amendments to the denial motion were proposed. The first amendment was to modify the language in the denial findings to more clearly state that the applicant did make an attempt to provide roofline variation per Section 9-2-14(h)(3)(b)(i). The

amendment failed by a vote of 3-3. A second amendment was proposed to update the denial findings to state that the proposed commercial space is 600 square feet (less than 1/3 of a percent of the total proposed building area) as it relates to consistency with Section 9-2-14(h)(1)(B). The second amendment passed 5-1. The Planning Board then voted on the amended motion, which read:

Motion to deny Site Review application #LUR2024-00036, finding that the applicant has failed to demonstrate that the applications meet the review criteria and adopting the denial findings of fact prepared for the Planning Board’s consideration of these applications as revised by the Board during the Feb. 18, 2025 meeting.

The Planning Board voted **3-3 (M. Roberts absent)**. The motion did not receive an affirmative vote of four, and the motion failed. Therefore, the proposal is denied as described in the Procedural Rules of the Planning Board, without the adoption of denial findings.

The Planning Board also voted **3-3 (M. Roberts absent)** on the following motion:

Motion to recommend denial of Ordinance 8685 granting a nine year vested property right for the approved site-specific development plan for a property located at 1855 S. Flatiron Ct., and setting forth related details.

Therefore, a recommendation for nine-year vested rights was neither approved nor denied relating to this application.

The Planning Board Disposition can be found in [Attachment A](#). Refer to [Attachment B](#) for the draft meeting minutes from the Planning Board meeting. While the denial findings of fact were not adopted, they are included in [Attachment C](#) for City Council review and consideration.

PUBLIC FEEDBACK

Consistent with Section 9-4-3, “Public Notice Requirements,” B.R.C. 1981, staff provided notification to all property owners within 600 feet of the subject location of the application, and signs have been posted by the applicant. Staff did not receive comments during the application review process. One member spoke during the public hearing on January 21, 2025.

BACKGROUND & ANALYSIS

The staff memorandum to Planning Board that includes staff analysis and the applicant’s submittal materials are available on the [Records Archive for the Planning Board](#).

MATRIX OF OPTIONS

The City Council may call up the Site Review application within thirty days of the Planning Board’s review. Any application that it calls up, the City Council will review at a public meeting within sixty days of the call-up vote, or within such other time as the city and the applicant mutually agree. The City Council is scheduled to consider this

application for call-up at its meeting on **March 20, 2025**.

ATTACHMENTS

Attachment A: Planning Board Notice of Disposition

Attachment B: January 21, 2025 Draft Planning Board Minutes

Attachment C: February 18, 2025 Draft Findings of Denial

CITY OF BOULDER PLANNING BOARD NOTICE OF DISPOSITION

You are hereby advised that on February 18, 2025 the following action was taken by the Planning Board based on the standards and criteria of the Land Use Regulations as set forth in Chapter 9-2, B.R.C.1981, as applied to the proposed development.

DECISION: **DENIED**

PROJECT NAME: **1855 S FLATIRON CT**

DESCRIPTION: **Site Review for the redevelopment of a 9.87-acre site at 1855 S Flatiron Ct. with three Research and Development buildings totaling 208,818 square feet. The proposal includes a request for a height modification to allow for two three-story buildings up to 50' in height and one three-story building up to 45' in height, a request for a 25% parking reduction, and a modification to site access control to allow for two access points.**

LOCATION: **1855 S FLATIRON CT**

LEGAL DESCRIPTION: **See Exhibit A**

APPLICANT: **SALIL PAYAPPILLY
SHARON PROCOPIO, JVA INC BOULDER
KELSEY HUNTER, BRE-BMR FLATIRON III LLC
ANDREW FAULKNER, BIOMED REALTY
KEVIN WHITE, PERKINS&WILL
LIZ HANSON, HANSON BUSINESS STRATEGIES
JEFF COTTRELL, PERKINS+WILL**

OWNERS: **BRE-BMR 1855 FLATIRON LLC
BRE-BMR FLATIRON VIII LLC**

APPLICATION: **Site Review, LUR2024-00036**

ZONING: **Industrial - General (IG)**

CASE MANAGER: **Alison Blaine**

VESTED PROPERTY RIGHT: **YES; the owner has requested the opportunity to create such right under Section 9-2-20, B.R.C. 1981.**

This decision may be called up by the City Council on or before **March 20, 2025**. If no call-up occurs, the decision is deemed final on **March 21, 2025**.

The Planning Board held public hearings on the application on January 21, 2025, February 4, 2025, and February 18, 2025. On February 4, 2025, the Planning Board voted to continue the consideration of the item and directed staff to return with draft finding of denial for the board's consideration on February 18, 2025, with the following motion:

On a motion by **M. McIntyre** seconded by **K. Nordback** the Planning Board voted **6-0 (J. Boone absent)** to continue this item for preparation of denial findings on Feb. 18, 2025.

On February 18, 2025, the Planning Board failed to adopt denial findings for the application by a 3-3 vote (**M. Roberts** absent). The item did not receive an affirmative vote of four, which means that the item is denied.

By:  _____
Brad Mueller, Secretary of the Planning Board

EXHIBIT A

Legal Description

LOT 3 & 4 & OUTLOTS A & B, FLATIRON INDUSTRIAL PARKWAY FILING NO. 2, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO.

**CITY OF BOULDER
PLANNING BOARD ACTION MINUTES
January 21, 2025
Hybrid Meeting**

A permanent set of these minutes and an audio recording (maintained for a period of seven years) are retained in Central Records (telephone: 303-441-3043). Minutes and streaming audio are also available on the web at: <http://www.bouldercolorado.gov/>

PLANNING BOARD MEMBERS PRESENT:

Laura Kaplan
Kurt Nordback
Claudia Hason Thiem
Jorge Boone, Chair
Mark McIntyre, Vice Chair
Mason Roberts (virtual)
ml Robles (virtual)

PLANNING BOARD MEMBERS ABSENT:

STAFF PRESENT:

1. CALL TO ORDER

J. Boone called the meeting to order at 6:00 PM and the following business was conducted.

2. PUBLIC PARTICIPATION

Nobody spoke during the open comment period.

3. DISCUSSION OF DISPOSITIONS, PLANNING BOARD CALL-UPS / CONTINUATIONS

4. PUBLIC HEARING ITEMS

- A. AGENDA TITLE:** Concept Plan Review and Comment Request for a proposal to redevelop the Mountain View United Methodist Church property at 355 Ponca Pl. with a new, 170,000 square foot addition to the Frasier retirement community at 350 Ponca Pl. The new four-story, 55-foot addition would contain 98 independent living apartments with two levels of underground parking. The proposal includes demolition of a portion of the existing church building, removal of existing surface parking lots on both 350 and 355 Ponca Pl., and vacation of the existing Ponca Place right-of-way.

Staff Presentation:

Chandler Van Schaack presented the item to the board.

Board Questions:

Chandler Van Schaack answered questions from the board.

Applicant Presentation:

Stephanie Kidwell, Christy Henricks, and Juan Ramos presented the item to the board.

Board Questions:

Stephanie Kidwell, Christy Henricks, and Juan Ramos answered questions from the board.

Public Hearing:

In Person:

Brian Du Fresne
Mark Johnson
JV De Sousa
Ann Zelnio
Marsha McClanahan
David Chernikoff
David Foster
Eve Dreher
Susan Connelly
Leslie Durgin
Sara Hughes (presentation)
Laurie Duncan
Lynne Pierce
Jason Strauss
Philip Ogren

Virtual:

Eric Nelson
Megan Thomas
Lynn Segal
Gary Schmitz
Michelle Bargo
Jim Williams

Board Comments:

Key Issue #1: Is the proposed concept plan consistent with the BVCP land use map, and, on balance, with the goals and policies of the BVCP, particularly those that address the built environment?

Key Issue #2: Does Planning Board have feedback for the applicant on the conceptual site plan and building design?

Key Issue #3: Does the Board have feedback on the proposed building height of 55 feet, taking into consideration the “Additional Criteria for Buildings Requiring Height Modification” found in Section 9-2-14(h)(4), B.R.C. 1981?

Key Issue #4: Other Key Issues identified by the Board?

L. Kaplan thanked city staff, the applicant, and the concerned neighbors for their work and engagement with this project. She believes the proposed concept plan is generally consistent with BVCP criteria, with a few concerns. She noted that the parcel is zoned for high density residential land use, making it an appropriate area for this type of senior housing. She supported the concerns of city staff that were included in the packet. She highlighted staff's concerns about the open space being shaded by the unbroken building that will cast a shadow to the north, noting concerns for the senior population. She encouraged bringing down some of the height and breaking up the massing of the building to remedy this concern, as well as the potential of installing heating underneath the pavement. She also highlighted the suggestion of relocating the garage entrance to the North as much as possible from Sioux. She encouraged the applicant to be very thoughtful about the design of the intersection of Ponca Place with Pawnee as well as Sioux. She believes the 55 ft height maximum is justifiable based on the zoning of the area but encouraged stepping down portions of the building. She discussed a potential concern with the vacation of Ponca Place if the redesign drives traffic away from that street, since the vacation criteria require that it remain as serviceable to the neighborhood, though she appreciated the potential addition of features to make Ponca a better pedestrian and biking amenity. She cited criteria Section 9-2-14(h)(1)(f) regarding variety of housing types and does not believe this criterion is currently met. She encouraged efficiency units as a potential additional housing type. She made suggestions related to parking that the applicant should consider implementing in their TDM plan including unbundling the first parking spot from unit ownership, and horizontal long-term bike parking amenities.

K. Nordback agreed with many of the comments made by **L. Kaplan**. He believes the proposed concept plan is generally consistent with BVCP criteria. He noted that there is a great need for additional senior housing in Boulder. He agreed with Laura's concerns about scaling down the massing of the building. He raised concerns about site access points and encouraged the applicant to consider several factors when choosing an appropriate vehicular access point. His opinion on the housing type diversity requirement differed from Laura's, citing considerations given for serving particular needs, and he feels that it meets the requirement due to serving the needs of seniors. He is concerned that the proposal does not meet the criteria for the right-of-way vacation of Ponca Pl.

M. Roberts thanked staff and the applicant for the detailed presentation and concept plan. He noted that the senior housing proposed in this project is greatly needed in Boulder and referenced projections about the aging population of the area. He pointed out that creating additional options for aging seniors to downsize will free up existing housing stock in the city. He believes the proposed concept plan is generally consistent with BVCP criteria. He is not as concerned about the shading of the green space in the center of the development, as Frasier Meadows has staff that ensures the pathways are clear and safe. He made suggestions related to parking and alternative transit support that the applicant should consider when developing their TDM plan. He supported relocating the entrance of the parking garage onto Ponca Place.

M. McIntyre assured the members of the public that offered their feedback that their comments were heard and that they were helpful to the board and the applicant. He believes the proposed concept plan is generally consistent with BVCP criteria. He noted the balance between setbacks and useable open space. Mark suggested moving the buildings further north and creating the park on the south side, which could address both shading and setback issues. He supports the 55 foot height allowance with additional

design considerations including reducing the overall mass. He also urged the applicant to make the vacated Ponca Place a pedestrian friendly design and suggested a Dutch Woonerf street design where all modes would share a street and pedestrians and bikes feel like the dominant mode.

C. Hanson Thiem appreciated the feedback offered by the public and noted that it was helpful for understanding the opportunities and constraints on a project like this. She agrees that there is an urgent and growing need for this type of housing in the region. She questioned the range of the size of the proposed units and encouraged diversifying the offerings to make them available to a broader socioeconomic group. She encouraged the applicant to work with city staff to explore street safety improvements along Sioux Drive. She expressed disappointment that the city classifies this as a bike route, yet there are no design standards or improvements being planned for this street as part of a major redevelopment. She encouraged the applicant to explore ways to increase the permeability of the site in terms of both pedestrian traffic and visibility.

ml Robles agreed with the comments made by **C. Hanson Thiem**. She encouraged the applicant to provide contextual information that shows compatible and enhancing relationships between the residential area across the street and the proposed new construction. She appreciated the concerns about the ability of the open space to be used in all seasons.

J. Boone believes the proposed concept plan is generally consistent with BVCP goals and policies. He suggested that it is important to examine how the design interfaces with the surrounding community. He sees a possibility to create permeability and drop down the connection to at least the second floor where the bridge is proposed. He also pointed to an opportunity to reduce unit size. He agreed with Kurt's comments on the vacation of the easement.

B. AGENDA TITLE: Public hearing and consideration of a Site Review for the redevelopment of a 9.87-acre site at 1855 S Flatiron Ct. with three Research and Development buildings totaling 207,011 square feet. The proposal includes a request for a height modification to allow for two three-story buildings up to 50' in height, a request for a 23% parking reduction, and a modification to site access control to allow for two access points. The applicant has requested Vested Rights for a period of nine years. Reviewed under case no. LUR2024-00036.

Staff Presentation:

Alison Blaine presented the item to the board.

Board Questions:

Alison Blaine answered questions from the board.

Applicant Presentation:

Salil Payappilly, Ryan Bussard, and Luke Murphree presented the item to the board.

Board Questions:

Salil Payappilly, Ryan Bussard, and Luke Murphree, Kevin White, and Jeff Cottrell

Public Hearing:

In Person: Nobody spoke.

Virtual: 1) Lynn Segal

Board Comments:

M. McIntyre made a motion seconded by **ml Robles** to continue LUR2024-00036 to the February 4, 2025 Planning Board due to the late hour and anticipated length of deliberations. Planning Board voted 7-0. Motion passed.

5. MATTERS FROM THE PLANNING BOARD, PLANNING DIRECTOR, AND CITY ATTORNEY

6. DEBRIEF MEETING/CALENDAR CHECK

7. ADJOURNMENT

The Planning Board adjourned the meeting at 11:42 PM.

APPROVED BY

Board Chair

DATE

**CITY OF BOULDER
PLANNING BOARD AGENDA ITEM**

MEETING DATE: February 18, 2025

AGENDA TITLE

Continuation of consideration of a Site Review application for the redevelopment of a 9.87-acre site at 1855 S Flatiron Ct. with three Research and Development buildings totaling 207,011 square feet. The proposal includes a request for a height modification to allow for two three-story buildings up to 50' in height, a request for a 23% parking reduction, and a modification to site access control to allow for two access points. The applicant has requested Vested Rights for a period of nine years. Reviewed under case no. LUR2024-00036.

Applicant: Andrew Faulkner, BioMed Realty
Owners: BRE-BMR 1855 FLATIRON LLC
BRE-BMR FLATIRON VIII LLC

EXECUTIVE SUMMARY:

On Jan. 21, 2025, the Planning Board held a quasi-judicial hearing on a Site Review application for a new Research and Development project at 1855 S. Flatiron Ct. The hearing was continued on Feb. 4, 2025. The staff memorandum for the Jan. 21, 2025 and Feb. 4, 2025 public hearing and Planning Board consideration of this application can be found in **Attachment A**. After discussing whether the applicant had demonstrated that the application met the applicable review criteria, the Planning Board voted to continue the consideration of the item and directed staff to return with draft finding of denial for the board's consideration on Feb. 18, 2025 with the following motion:

On a motion by **M. McIntyre** seconded by **K. Nordback** the Planning Board voted **6-0** (**J. Boone** absent) to continue this item for preparation of denial findings on Feb. 18, 2025.

Based on the board's discussion and direction, staff has prepared the following Staff recommendation and findings of denial.

STAFF RECOMMENDATION:

Staff recommends Planning Board action in the form of the following motions:

Suggested Motion Language:

Motion to deny Site Review application #LUR2024-00036, finding that the applicant has failed to demonstrate that the applications meet the review criteria and adopting the denial findings of fact prepared for the Planning Board's consideration of these applications as revised by the

Board during the Feb. 18, 2025 meeting.

Motion to recommend denial of Ordinance 8685 granting a nine year vested property right for the approved site-specific development plan for a property located at 1855 S. Flatiron Ct., and setting forth related details.

DENIAL FINDINGS OF FACT

Introduction

In accordance with the requirements of Chapter 9-2-15, B.R.C. 1981, the City of Boulder Planning Board (the “Planning Board”), on Jan. 21, 2025 and continued on Feb. 4, 2025, held a public hearing after giving notice as required by law on the application for a Site Review application Case No.2024-00036 (the “Project”).

BioMed Realty, as the proponent (the “Applicant”) of the application for a Site Review, is seeking approval for the redevelopment of a 9.87-acre site including the properties generally known as 1855 S. Flatiron Ct., 1985 N. 57th St. (Outlot A), 1987 N. 57th St. (Outlot B) with three Research and Development buildings in the Industrial-General (IG) zone. The proposal includes a request for a height modification for two of the three buildings to allow for two three-story buildings up to 50 feet in height. One building is proposed to be 45 feet in height and meets the conditional height requirements of Section 9-7-6. The proposal also includes a request for a 23% parking reduction to allow for 398 parking spaces to be provided where 518 spaces are required and a site access modification to allow for two access points.

Per [Section 9-2-14, B.R.C. 1981](#), the project required Concept Plan review and comment prior to Site Review because the site is over 5 acres, the proposal is greater than 100,000 square feet in size (Table 2-2 of Section 9-2-14, B.R.C. 1981). The following modifications under the Land Use Code are requested:

- 9-7-1, Schedule of Form and Bulk Standards: **Height modification** for two 50-foot-tall structures, where a maximum of 40 feet is otherwise allowed by-right. One structure will be 45 feet, which is allowed by-right pursuant to Section 9-7-6 (Conditional Building Height) and is not requesting a height modification.
- 9-9-5, Site Access Control: **Site Access** modification to allow for two access points off of S. Flatiron Ct.
- 9-9-6, Parking Standards: **Parking** modification to allow for a 23% parking reduction.

Per Section 9-2-14(g), B.R.C 1981, an application for any principal or accessory building above the permitted height for principal buildings set forth in Section 9-7-1, "Schedule of Form and Bulk Standards," B.R.C. 1981 requires a staff recommendation and final decision by the Planning Board at a public hearing, subject to call-up by City Council. The applicant has also requested an extension to Vested Rights, which requires the Planning Board to be the decision authority on the application and an ordinance approved by City Council.

The Applicant has the burden of proof to demonstrate that the applications meet all applicable requirements of the Boulder Revised Code, Subsection 1-3-5(h), B.R.C. 1981.

Criteria

The applicable review criteria for the application can be found in Section 9-2-14(h), B.R.C. (Site Review).

Summary of Findings

Based on a consideration of the entire evidentiary record, the Planning Board makes the following findings of fact. The Applicant failed to demonstrate, based upon a preponderance of evidence, that the applications meet the following criteria:

1. Section 9-2-14(h)(1)(A): BVCP Land Use Map and Policies: The proposed project is consistent with the BVCP land use map and, on balance, with the goals and policies of the BVCP particularly those that address the built environment. In applying this, the approving authority shall consistently interpret and apply this criterion and consider whether a particular goal or policy is intended to be applied to individual development projects or is to guide city policy decisions, such as regulatory actions. The BVCP does not prioritize goals and policies, and no project must satisfy one particular goal or policy or all of them.
2. Section 9-2-14(h)(1)(B): Subcommunity and Area Plans or Design Guidelines: If the project is subject to an adopted subcommunity or area plan or adopted design guidelines, the project is consistent with the applicable plan and guidelines.
3. Section 9-2-14(h)(2)(A)(ii): Alternatives to the automobile are promoted by incorporating siting design techniques, land use patterns, and infrastructure that support and encourage walking, biking, and other alternatives to the single-occupant vehicle.
4. Section 9-2-14(h)(2)(A)(iii): A transportation demand management (TDM) plan will be complied with including methods that result in a significant shift away from single-occupant vehicle use to alternate modes.
5. Section 9-2-14(h)(2)(A)(iv): Streets, bikeways, pedestrian ways, trails, open space, buildings, and parking areas are designed and located to optimize safety of all modes and provide connectivity and functional permeability through the site.
6. Section 9-2-14(h)(2)(A)(v): The design of vehicular circulation and parking areas make efficient use of the land and minimize the amount of pavement necessary to meet the circulation and parking needs of the project.
7. Section 9-2-14(h)(3)(A)(i): New buildings and, to the extent practicable, additions to existing buildings are positioned towards the street, respecting the existing conditions or the context anticipated by adopted plans or guidelines. In urban contexts, buildings are positioned close to the property line and sidewalk along a street; whereas, in lower intensity contexts, a greater landscaped setback may be provided to match the surrounding context.
8. Section 9-2-14(h)(3)(A)(ii): Wherever practical considering the scope of the project, parking areas are located behind buildings or set back further from the streetscape than the building façade.
9. Section 9-2-14(h)(3)(A)(iv): Defined entries connect the building to the public realm.

10. Section 9-2-14(h)(3)(A)(vi): The building's siting and relationship to the public realm is consistent with the character established in any adopted plans or guidelines applicable to the site.
11. Section 9-2-14(h)(3)(B)(i): Larger floor plate buildings and projects with multiple buildings have a variety of forms and heights.
12. Section 9-2-14(h)(3)(B)(iii): On each floor of the building, windows create visual interest, transparency, and a sense of connection to the public realm. In urban, pedestrian main street-built environments, it is a best practice to design at least 60 percent of each ground floor façade facing the street as window area. Otherwise, it is a best practice to design at least 20 percent of the wall on each floor of a building as window area. Blank walls along the most visible portions of the building are avoided.

Findings of Fact and Conclusions of Law

In evaluating the credibility and weight to be given to the evidence, the Planning Board considered the entire record, which included materials and testimony provided by the Applicant, Planning staff, and the Public, and weighed a number of specific factors, the collective and corroborative weights of which were considered as follows:

The Applicant must demonstrate the proposed project meets the Site Review criteria and all applicable standards:

1. Boulder Valley Comprehensive Plan (BVCP) criteria, Section 9-2-14(h)(1):

- a. Section 9-2-14(h)(1)(A): The applicant failed to demonstrate, by a preponderance of the evidence, that the project is consistent with the Boulder Valley Comprehensive Plan land use map and, on balance, with the goals and policies of the BVCP.

The future land use is Mixed Use Industrial. The Mixed Use Industrial designation states that new developments should integrate diverse housing, commercial, and retail options into industrial areas to create vibrant, walkable, working neighborhoods. The project does not provide for a new development that adequately integrates housing, commercial or retail. The project only has one small commercial space, a café, in one of the buildings. With the single commercial space, the project does not create a vibrant or walkable neighborhood or provide services and amenities to users of the project.

- b. Section 9-2-14(h)(1)(B): The applicant failed to demonstrate, by a preponderance of evidence, that the project is consistent with the East Boulder Subcommunity Plan.

The project is inconsistent with policies B1, D2 and D5 of the East Boulder Subcommunity Plan.

Policy B1 states that commercial redevelopment in East Boulder should strive to incorporate ground-floor spaces suited to small businesses, shared business space, and mixing of business users to cater to customers with a mix of incomes, while retaining existing industrial space. The project has not incorporated ground-floor spaces suited to a mix of business users. This project has one café

that is set deep inside a lobby and does not provide ground floor spaces suited to a mix of business users.

Policy D2 states that future redevelopment will catalyze a more active public environment through the installation of new connections and activated streetscapes to create walkable blocks. The site only provides one connection to the multi-use path and the building orientation closes the project off from the public realm, not providing for a walkable area or an activated streetscape. The site design places the trash and loading docks along the multi-use path, blocking off connectivity to the public realm.

Policy D5 requires that redevelopment preserve views to the west from key corridors and the public realm. Designs for future structures should consider impacts to view corridors from public spaces. The design of the building does not provide for any visual interest in the roof line or view corridors from the public spaces. The requirement of a variety of forms and heights allows for preservation of views to the west, and this development only has minimal breaks in a relatively even roof line.

The future land use designation for the project is Destination Workplace. The Destination Workplace future land use promotes mixed use developments that are well connected and provide for the use of multi-modal transportation. The site plan calls for a set of commercial buildings surrounded by a ring of parking, not allowing the project to interact with the public realm. The Flatiron Business Park was intended to be an active, lively, mixed use, well-connected, multimodal friendly workplace environment. This project does not provide for mixed use, is not well connected, and does not provide for multi-modal transportation options. Additionally, the project does not create an active ground-floor environment as is encouraged in the East Boulder Subcommunity Plan. The ground floor parking and limited ground floor facilities for the users of the project limit the connection to the public realm.

2. Site Design Criteria, Section 9-2-14(h)(2):

- a. Section 9-2-14(h)(2)(A)(ii): The applicant failed to demonstrate, by a preponderance of evidence, that the site design encouraged walking, biking, and other alternatives to the single-occupant vehicle.

The site was designed with the ease of parking in mind. The limited permeability given for bicycle and pedestrian traffic is through a large parking lot.

- b. Section 9-2-14(h)(2)(A)(iii): The applicant failed to demonstrate through their transportation demand management plan (TDM), by a preponderance of evidence, that the project will provide for a significant shift away from single-occupant vehicle use to alternative modes of travel.

The site is heavily dominated by a ring of parking and parking garages on the ground floor of each building. The site is designed primarily for the ease of car use and does not effectively encourage the use of alternative modes of travel.

- c. Section 9-2-14(h)(2)(A)(iv): The applicant failed to demonstrate, by a preponderance of evidence, that the project optimized safety for all modes of travel, allowed for connectivity for all modes of travel, and provided functional permeability through the site.

The design of the parking lot encircling the buildings effectively prevents the applicant from providing connectivity and functional permeability for cyclists and pedestrians. All bike and pedestrian traffic is funneled through a single connection into the site. Additionally, this single connection is at the top of a cul-de-sac where the bikes and pedestrians will have to compete with vehicular traffic at the one entry to the project. The project has not been designed to provide connectivity and functional permeability.

- d. Section 9-2-14(h)(2)(A)(v): The applicant failed to demonstrate, by a preponderance of evidence, that the design of the vehicular circulation of the project made an efficient use of land and minimized the amount of pavement necessary to meet circulation and parking needs.

The site is encircled with a large parking lot and contains parking on the ground floors of the buildings. Each building is surrounded by parking on two to three sides. Creating a ring of parking that fronts the public realm and wraps the buildings is not an efficient use of land for parking.

3. Building Siting and Design Criteria, Section 9-2-14(h)(3):

- a. Section 9-2-14(h)(3)(A)(i): The applicant failed to demonstrate, by a preponderance of evidence, that the buildings are properly positioned towards the street.

All proposed buildings in the project are positioned towards the internal private campus space and not to the public realm. Edge connections to the public realm are all given to asphalt and parking.

- b. Section 9-2-14(h)(3)(A)(ii): The applicant failed to demonstrate, by a preponderance of evidence, that the parking areas were located behind the buildings or set back further from the streetscape than the building façade.

The site design shows parking surrounding the entire project, not located behind the buildings or set back further than the building façade.

- c. Section 9-2-14(h)(3)(A)(iv): The applicant failed to demonstrate, by a preponderance of evidence, that the defined entries to the proposed buildings connect the building to the public realm.

The building entries provide minimal connection to the public realm. All building entries are facing the private interior open space of the project and do not have any connection to the street or multi-use path. The eastern facades of buildings 2 and 3 along the multi-use path do not integrate well with the multi-use path to provide for defined entries from the path. Additionally, the one connection to the multi-use path at the north end of the property does not allow for enough connection to the public realm.

- d. Section 9-2-14(h)(3)(A)(vi): The applicant failed to demonstrate, by a preponderance of evidence, that the buildings siting and relationship to the public realm is consistent with the character established in the East Boulder Subcommunity Plan.

The project does not meet the East Boulder Subcommunity Plan as further explained in (1)(b), above.

- e. Section 9-2-14(h)(3)(B)(i): The applicant failed to demonstrate, by a preponderance of evidence, that the project provided for a variety of forms and heights in the buildings.

The roof is consistent throughout the project and does not provide for a variety of forms and heights.

- f. Section 9-2-14(h)(3)(B)(iii): The applicant failed to demonstrate, by a preponderance of evidence, that the buildings proposed created visual interest, transparency, and a sense of connection to the public realm.

The ground floors of the project provide parking garages with concrete walls facing the public realm. This does not provide for visual interest, transparency, or a sense of connection to the public realm. The connectivity and visual interest provided in the project faces the interior space between the buildings, not the public realm.

Conclusion

For these reasons, the Planning Board finds that the Applicant has failed to establish that the proposal meets the Site Review standards of section 9-2-14, B.R.C. 1981.

PLANNING BOARD OPTIONS

Planning Board may:

- (1) Approve the applications and adopt findings of approval,
- (2) Approve the applications with conditions and adopt findings of approval, or
- (3) Deny the application and adopt the findings of denial.

The Planning Board may adopt as proposed by staff or modify and adopt any findings prepared by staff.



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Second reading and consideration of a motion to adopt Ordinance 8688 granting a franchise by the City of Boulder, Colorado, to ALLO Communications LLC, its successors and assigns, pursuant to Chapter 6, "Boulder Cable Code," B.R.C. 1981, and ALLO Communications LLC's franchise application, to furnish cable television services within the identified franchise areas of the city and to all persons, businesses, and industries within the franchise areas and the right to acquire, construct, install, locate, maintain, operate and extend into, within and through said franchise areas of the city all facilities reasonably necessary to furnish cable television services within the franchise areas of the city and the right to make reasonable use of all streets and other public places and public easements as herein defined as may be necessary for the benefit of the city of Boulder; and fixing the terms and conditions thereof; and setting forth related details

PRIMARY STAFF CONTACT

Carl Castillo, Intergovernmental Officer

REQUESTED ACTION OR MOTION LANGUAGE

Motion to adopt Ordinance 8688 granting a franchise by the City of Boulder, Colorado, to ALLO Communications LLC, its successors and assigns, pursuant to Chapter 6, "Boulder Cable Code," B.R.C. 1981, and ALLO Communications LLC's franchise application, to furnish cable television services within the identified franchise areas of the city and to all persons, businesses, and industries within the franchise areas and the right to acquire, construct, install, locate, maintain, operate and extend into, within and through said franchise areas of the city all facilities reasonably necessary to furnish cable television services within the franchise areas of the city and the right to make reasonable use of all streets and other public places and public easements as herein defined as may be necessary for the benefit of the city of Boulder; and fixing the terms and conditions thereof; and setting forth related details

ATTACHMENTS:

Description

- **Item 5A - 2nd Rdg Ord 8688 approving the Cable Franchise Agreement with Allo Communications**



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 20, 2025

AGENDA TITLE

Second reading, and consideration of a motion to adopt Ordinance 8688 granting a franchise by the City of Boulder, Colorado, to ALLO Communications LLC, its successors and assigns, pursuant to Chapter 6, “Boulder Cable Code,” B.R.C. 1981, and ALLO Communications LLC’s franchise application, to furnish cable television services within the identified franchise areas of the city and to all persons, businesses, and industries within the franchise areas and the right to acquire, construct, install, locate, maintain, operate and extend into, within and through said franchise areas of the city all facilities reasonably necessary to furnish cable television services within the franchise areas of the city and the right to make reasonable use of all streets and other public places and public easements as herein defined as may be necessary for the benefit of the city of Boulder; and fixing the terms and conditions thereof; and setting forth related details

PRESENTERS

Nuria Rivera Vandermyde, City Manager
Chris Meschuk, Deputy City Manager
Carl Castillo, Chief Policy Advisor
Andy Frohardt, Assistant City Attorney III

EXECUTIVE SUMMARY

The purpose of this agenda item is to allow council to consider approving proposed Ordinance 8688 (**Attachment A**), granting a 10-year franchise agreement (“Proposed Franchise Agreement,” **Exhibit A of Attachment A**) to ALLO Communications LLC (“ALLO” or “applicant”) with an effective date of April 1, 2025. ALLO submitted an application on February 18, 2025 (**Attachment B**) for a non-exclusive cable franchise agreement to use city rights of way for the provision of cable services.

STAFF RECOMMENDATION

Suggested Motion Language:

Staff requests council consideration of this matter and action in the form of the following motion:

Motion to adopt Ordinance 8688 granting a franchise by the City of Boulder, Colorado, to ALLO Communications LLC, its successors and assigns, pursuant to Chapter 6, “Boulder Cable Code,” B.R.C. 1981, and ALLO Communications LLC’s franchise application, to furnish cable television services within the identified franchise areas of the city and to all persons, businesses, and industries within the franchise areas and the right to acquire, construct, install, locate, maintain, operate and extend into, within and through said franchise areas of the city all facilities reasonably necessary to furnish cable television services within the franchise areas of the city and the right to make reasonable use of all streets and other public places and public easements as herein defined as may be necessary for the benefit of the city of Boulder; and fixing the terms and conditions thereof; and setting forth related details

FISCAL IMPACTS

Under the Proposed Franchise Agreement, the city would collect an annual franchise fee equal to five percent of ALLO’s “gross revenue,” as that term is defined in Section 11-6-2 of the Boulder Revised Code 1981. The city would also collect public, educational and government (“PEG”) access channel fees equal to 0.48% of ALLO’s gross revenue.

BACKGROUND

In January of this year, the city entered into a 20-year agreement with ALLO in which it agreed to lease the city’s dark fiber backbone in exchange for retail broadband services. The agreement was designed to advance Boulder’s goals for a digitally inclusive, economically competitive, and environmentally responsible community, positioning the city as a leader in equitable broadband access. ALLO broadband services are to include fiber-to-the-premise connections that enable internet, telephone, and video services. The city requires ALLO to agree to a cable franchise agreement for use of right of way for video services. On February 18, 2025, ALLO submitted an application (**Attachment B**) to the city for such franchise agreement.

The city negotiated the Proposed Franchise Agreement with ALLO and the terms are substantively identical to the recently-approved Comcast cable franchise agreement. It includes the requirements found in the city’s Cable Code (Chapter 11-6 of the Boulder Revised Code 1981) and the Customer Service Standards found in Appendix A to the city’s Cable Code.

ANALYSIS

As staff have previously mentioned before, the approval or denial of new franchises, and the renewal of the same, is heavily governed by federal law. Under federal law, a franchising authority (such as the city) “may not unreasonably refuse to award an additional competitive franchise.” *See* 47 U.S.C. § 541(a)(1).

Pursuant to city code, new franchise applications are reviewed under Section 11-6-4(c)(3), B.R.C. That section requires that Council consider the below factors in deciding whether to approve the franchise. ALLO responded to this section of code directly in its application. Staff have evaluated these factors and provided their thoughts below:

A. Compliance with Law. *The extent to which the applicant has substantially complied with the applicable law and the material terms of any existing cable franchise for the city;*

Staff Response: Staff believe the applicant has complied with applicable law and the applicant does not have an existing franchise with the city.

B. Quality of Service. *Whether the quality of the applicant's service under any existing franchise in the city, including signal quality, response to customer complaints, billing practices and the like, has been reasonable in light of the needs and interests of the communities served;*

Staff Response: The applicant does not have any existing franchise with the city. Staff note that the Proposed Franchise Agreement with the applicant, as well as federal regulation, impose obligations upon the applicant with respect to customer complaints and service standards.

C. Qualifications. *Whether the applicant has the financial, technical and legal qualifications to hold a cable franchise;*

Staff Response: Staff believe the applicant has the financial, technical and legal qualifications to hold a cable franchise. The applicant operates in a variety of markets, including markets with comparable geology to Boulder that necessitates technical skill to bore through. The applicant's technical qualifications are found on page 2 of their application. The applicant's financial qualifications are found on page 4. ALLO has issued asset-backed securities (ABS bonds) secured by revenue generated by certain ALLO fiber networks. The ALLO bonds have received public ratings from Fitch Ratings. The majority of ALLO's (issued by ALLO Issuer, LLC) 2024-1 issuance were rated as class A-2 'Asf'; Outlook Stable. This bond rating is high for the private sector and summarizes investors' outlook on ALLO's financial health.

Staff note that ALLO has certified it has invested more than \$1 billion in FTTP infrastructure across nearly 50 communities.

As part of its application, ALLO provided the city with access to its consolidated financial statements on a confidential basis (Exhibit A to **Attachment B** has been redacted). The statements were prepared by KPMG. The financial statements corroborate ALLO's application statements concerning financial capabilities. ALLO's borrowing capacity far exceeds its existing

debt obligations. There is nothing in the consolidated financial statements which suggest ALLO does not have the financial capability to construct a network in the city. City staff are continuing to review the statements and will apprise Council if there are any concerns.

Applicant has also provided financial statements, including a 10-Year Pro Forma (Exhibit B to **Attachment B**). Applicant has demonstrated it has both the technical and financial capabilities to develop networks in a variety of different locales.

D. Minimum Requirements. *Whether the application satisfies any minimum requirements established by the city and is otherwise reasonable to meet the future cable-related needs and interests of the community, taking into account the cost of meeting such needs and interests;*

Staff Response: The applicant satisfies all minimum requirements. The applicant has shown city staff they can and are prepared to build out their infrastructure to serve virtually the entire city. The applicant's plans for build out will broadly support future cable-related needs and interests of the community.

E. PEG. *Whether, to the extent not considered under the prior factor, the applicant will provide adequate PEG use, capacity, facilities and financial support;*

Staff Response: The applicant is promising via the Proposed Franchise Agreement to provide adequate PEG use, capacity, facilities, and financial support.

F. Public Interest. *Whether issuance of a franchise is in the public interest considering the immediate and future effect on the public rights-of-way and private property that would be used by the cable system, including the extent to which installation or maintenance as planned would require replacement of property or involve disruption of property, public services or use of the public rights-of-way; the effect of granting an overbuild franchise on the ability of any existing franchisee to meet the cable-related needs and interests of the community; and the comparative superiority or inferiority of competing applications; and*

Staff Response: The applicant has discussed, in significant detail and following significant planning, how its build-out will reduce the impact on the community. The applicant has already met with staff from Planning and Development Services to understand city requirements surrounding construction in the right of way, impact on the public, and planning to minimize and avoid disruption. The granting of this application will result in additional competition with other providers of video cable service. There are no competing applications by which to consider this application in comparison.

In addition, though not included as part of the application, staff identified ALLO received an overall "sustainability quality score" of "very good" from Moody's Investors Service. The report is included as **Attachment C**. The report shows that ALLO's sustainability efforts comport with the Moody's sustainability financing framework.

G. Competition. *Whether the approval of the application may eliminate or reduce competition in the delivery of cable service in the city.*

Staff Response: The grant of a franchise will promote competition within the city, not eliminate or reduce it.

NEXT STEPS

Council is scheduled for a March 20 public hearing on the second reading of Proposed Ordinance 8688. If the Proposed Franchise Agreement is approved, ALLO anticipates beginning construction of their infrastructure within the next few months. The city will support the construction process through the right-of-way permit and inspection process, as well as amplifying communications and information from ALLO about its progress.

ATTACHMENTS

- A – Proposed Ordinance 8688 with Exhibit A, Proposed Cable Franchise Agreement with ALLO
- B – ALLO Application for Cable Franchise Agreement
- C – Moody’s SQS2 Sustainability Quality Score

ORDINANCE 8688

AN ORDINANCE GRANTING A FRANCHISE BY THE CITY OF BOULDER, COLORADO, TO ALLO COMMUNICATIONS LLC, ITS SUCCESSORS AND ASSIGNS, PURSUANT TO CHAPTER 6, "BOULDER CABLE CODE," B.R.C.1981, AND ALLO COMMUNICATIONS LLC'S FRANCHISE APPLICATION, TO FURNISH CABLE TELEVISION SERVICES WITHIN THE IDENTIFIED FRANCHISE AREAS OF THE CITY AND TO ALL PERSONS, BUSINESSES, AND INDUSTRIES WITHIN THE FRANCHISE AREAS AND THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH SAID FRANCHISE AREAS OF THE CITY ALL FACILITIES REASONABLY NECESSARY TO FURNISH CABLE TELEVISION SERVICES WITHIN THE FRANCHISE AREAS OF THE CITY AND THE RIGHT TO MAKE REASONABLE USE OF ALL STREETS AND OTHER PUBLIC PLACES AND PUBLIC EASEMENTS AS HEREIN DEFINED AS MAY BE NECESSARY FOR THE BENEFIT OF THE CITY OF BOULDER; AND FIXING THE TERMS AND CONDITIONS THEREOF; AND SETTING FORTH RELATED DETAILS

THE CITY COUNCIL OF THE CITY OF BOULDER FINDS AND RECITES THAT:

A. ALLO Communications LLC ("ALLO") submitted an application dated February 18, 2025, to the City of Boulder, Colorado, (the "City"), for the grant of a franchise, pursuant to Chapter 6, "Boulder Cable Code," B.R.C. 1981, to furnish cable television services to all persons, businesses, and industries within the franchise areas and the right to acquire, construct, install, locate, maintain, operate and extend into, within and through areas of the city all facilities reasonably necessary to furnish cable television services and the right to make reasonable use of all streets and other public places and public easements;

B. ALLO's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable

1 opportunity to be heard;

2 C. ALLO’s plans for constructing and operating the franchise were considered and
3 found adequate and feasible and in accordance with Chapter 11-6, “Boulder Cable Code,” B.R.C.
4 1981, as well as existing applicable state statutes, federal laws and regulations;

5 D. A negotiated Cable Franchise Agreement has been achieved. That agreement is
6 appended and incorporated into this Ordinance as **Exhibit A**. The City Council finds that
7 adoption of the negotiated Cable Franchise Agreement is in the best interests of the City and is in
8 compliance with City policies and ordinances that regulate the granting of franchises.

9 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOULDER,
10 COLORADO:

11 Section 1. The City Council grants ALLO Communications LLC a non-exclusive
12 franchise to make reasonable and lawful use of the Public Rights-of-Way within the city for the
13 purpose of providing cable television services to all persons, businesses, and industries.

14 Section 2. The City Council approves the Cable Franchise Agreement between the
15 City and ALLO in substantially the form of **Exhibit A**, and authorizes the city manager to execute
16 the Cable Franchise Agreement and all agreements attendant thereto.

17 Section 3. The City Council approved Cable Franchise Agreement with ALLO shall
18 have an effective date of April 1, 2025.

19 Section 4. By this Ordinance, the City Council does not alter, amend, or modify the
20 Fiber Backbone Lease Agreement previously approved by City Council.

21 Section 5. This Ordinance is necessary to protect the public health, safety, and
22 welfare of the residents of the city and covers matters of local concern.
23
24
25

1 Section 6. The City Council deems it appropriate that this Ordinance be published by
2 title only and orders that copies of this Ordinance be made available in the office of the city clerk
3 for public inspection and acquisition.

4
5 INTRODUCED, READ ON FIRST READING, AND ORDERED PUBLISHED
6 BY TITLE ONLY this 6th day of March 2025.

7
8
9 _____
10 Aaron Brockett,
11 Mayor

12 Attest:

13 _____
14 City Clerk

15 READ ON SECOND READING, PASSED AND ADOPTED, this 20th day of
16 March 2025.

17
18 _____
19 Aaron Brockett,
20 Mayor

21 Attest:

22 _____
23 City Clerk
24
25

CABLE FRANCHISE AGREEMENT

**ALLO COMMUNICATIONS LLC
AND
CITY OF BOULDER, COLORADO**

April 1, 2025

**ALLO COMMUNICATIONS LLC AND
CITY OF BOULDER, COLORADO**

CABLE FRANCHISE AGREEMENT

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**ALLO COMMUNICATIONS LLC AND
CITY OF BOULDER, COLORADO**

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

1.1 “Access” means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including the City and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including without limitation:

(A) “Public Access” means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

(B) “Educational Access” means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, “school” means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

(C) “Government Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 “Access Channel” means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 “Activated” means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 “Affiliate” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 “Applicable Law” means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, including specifically the Cable Act, the Boulder Cable Code and the City’s Design and Construction Standards, that determines the legal standing

of a case or issue.

1.6 “Bad Debt” means amounts lawfully billed to a Subscriber within the City and owed by that Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 “Basic Service” is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise Agreement, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 “Boulder Cable Code” means Title 11, Chapter 6 of the Boulder Revised Code 1981 (B.R.C. 1981), as the same may be amended from time to time.

1.9 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC §§ 534 and 535.

1.10 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.11 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.12 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.13 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.14 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Public Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. §§ 201 *et seq.*), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.15 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.16 “City” is the city of Boulder, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.17 “City Council” means the Boulder City Council, or its successor, the governing body of the City.

1.18 “Colorado Communications and Utility Alliance” or “CCUA” means the non-profit entity formed by franchising authorities and local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.19 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.20 “Demarcation Point” means up to and including the modulator where the City signal is converted into a format to be transmitted over a fiber connection to the Grantee.

1.21 “Designated Access Provider” means the entity or entities designated now or in the future by the City to manage or co-manage Access Channels and facilities. The City may be a Designated Access Provider.

1.22 “Digital Starter Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.23 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to interconnection points on the Cable System.

1.24 “Dwelling Unit” one room or rooms connected together for residential occupancy and including bathroom and kitchen facilities. If there is more than one meter for any utility, address to the property or kitchen; or if there are separate entrances to rooms which could be used as separate dwelling units; or if there is a lockable, physical separation between rooms in the dwelling unit such that a room or rooms on each side of the separation could be used as a dwelling unit, multiple dwelling units are presumed to exist; but this presumption may be rebutted by evidence that the residents of the dwelling share utilities and keys to all entrances to the property and that they: (A) share a single common bathroom as the primary bathroom, or (B) share a single common kitchen as the primary kitchen.

1.25 “Effective Date” means April 1, 2025.

1.26 “FCC” means the Federal Communications Commission.

1.27 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated

electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.28 “Franchise” shall mean a nonexclusive authorization granted in accordance with the Boulder Cable Code to install cables, wires, lines, optical fiber, underground conduit, and other devices necessary and appurtenant to the construction, operation, maintenance and repair of a Cable System along the public rights of way within all or a specified area of the City. Any such authorization, in whatever form granted, shall not mean or include: (A) any other permit or authorization required for the privilege of transacting and carrying on a business within the City required by the ordinances and laws of the City; (B) any permit or authorization required in connection with operations on public streets, rights of way or other property, including without limitation, permits for attaching devices to poles or other structures, whether owned by the City or a private entity, or for excavating or performing other work in or along public rights of way; (C) agreements required for the use of conduits and poles, whether publicly or privately owned; or d) express or implicit authorization to provide service to, or install a cable system on, private property without owner consent (except for use of compatible easements pursuant to Section 621(a)(2) of the Cable Act, 47 USC § 541(a)(2)).

1.29 “Franchise Agreement” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.30 “Franchise Area” means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise Agreement.

1.31 “Franchise Fee” means that fee payable to the City described in Subsection 3.1.

1.32 “Grantee” means ALLO Communications LLC or its successor, transferee or assignee.

1.33 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the City. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including without limitation pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial or leased access use, allocated on a *pro rata* basis using total Cable Service subscribers within the City;

- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- revenues from program guides;
- FCC Regulatory Fees; and
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) or their successors associated with sales of advertising on the Cable System within the City allocated according to this Subsection using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- any taxes or fees on services furnished by Grantee imposed by any municipality, State or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, State or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;
- launch fees and marketing co-op fees; and
- unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro*

rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Subsection 1.33 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City within three (3) months of making such changes, and as part of any audit or review of Franchise Fee payments, and any such changes shall be subject to Subsection 1.33(E), below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF or the SEC.

1.34 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.35 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.36 "Manager" means the City Manager of the City or designee.

1.37 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.38 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.39 "Public Right(s)-of-Way" shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, easement, or similar property in which the City now or hereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a Cable System. No reference

herein to a “Public Right-of-Way” shall be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and Grantee shall be deemed to gain only those rights to use as are properly in the City and as the City may have the undisputed right and power to give.

1.40 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.41 “State” means the State of Colorado.

1.42 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee’s Cable System, and who is in compliance with Grantee’s regular and nondiscriminatory terms and conditions for receipt of service.

1.43 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Subscribers.

1.44 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. § 153(43)).

1.45 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. § 153(46)).

1.46 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.47 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.48 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise Agreement, are formally incorporated and made a part of this Franchise Agreement by this reference:

- (1) ***Exhibit A***, entitled Report Form.
- (2) ***Exhibit B***, entitled Customer Service Standards.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Public Rights-of-Way within the City to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise Agreement and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise Agreement shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise Agreement.

(B) Nothing in this Franchise Agreement shall be deemed to waive the lawful requirements of any generally applicable City ordinance.

(C) Each term, provision or condition herein is subject to the provisions of Applicable Law. In the event of a conflict between the Boulder Cable Code as it existed on the Effective Date of this Franchise Agreement and this Franchise Agreement, the Franchise Agreement shall control, except where expressly provided otherwise in this Franchise Agreement. However, although the exercise of rights hereunder is subject to the Boulder Cable Code, the Boulder Cable Code is not a contract. Nothing in this Subsection 2.1 shall prevent Grantee from challenging a particular amendment to the Boulder Cable Code as an impairment of this Franchise Agreement.

(D) This Franchise Agreement shall not be interpreted to prevent the City from imposing additional lawful conditions for the use of the Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise Agreement, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise Agreement.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise Agreement shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(2) Any permit, agreement, or authorization required by the City for Public Right-of-Way users in connection with operations on or in Public Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise Agreement including, without limitation, permits and agreements for placing devices on poles, in

conduits or in or on other structures.

(G) This Franchise Agreement is intended to convey limited rights and interests only as to those Public Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Public Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Public Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Public Rights-of-Way

(A) Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Public Rights-of-Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Grantee, through this Franchise Agreement, is granted extensive and valuable rights to operate its Cable System for profit using the City's Public Rights-of-Way in compliance with all applicable City construction codes and procedures. As trustee for the public, the City is entitled to fair compensation as provided for in Section 3 of this Franchise Agreement to be paid for these valuable rights throughout the term of the Franchise Agreement.

(B) Grantee must follow City established nondiscriminatory requirements for placement of Cable System facilities in Public Rights-of-Way, including the specific location of facilities in the Public Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Public Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Public Right-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Public Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise Agreement

This Franchise Agreement and the rights, privileges and authority granted hereunder shall take effect on April 1, 2025 (the "Effective Date"), and shall terminate at midnight on March 31, 2035 unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

The Franchise granted herein shall be nonexclusive, and subject to all prior franchises, rights, interests, easements or licenses granted by the City to any Person to use any Public Right-of-Way for any purpose whatsoever, including the right of the City to use same for any purpose it

deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the City deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power. The Grantee reserves the right to challenge any ordinance(s) it believes are not a generally applicable exercise of City's police powers. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the City reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the City. If the City grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise Agreement, or amends the material terms of any current cable franchise or similar lawful authorization to provide multi-channel video services by a wireline based provider, then the City agrees that the obligations in this Franchise Agreement will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or in any such amendment, or provide relief from existing material terms or conditions, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include without limitation: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process for this Franchise Agreement, as provided for in Section 2.6 (A), above, shall only be initiated by written notice by the Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise Agreement; (2) identifying the Franchise Agreement terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise Agreement amendments to the City, with a written explanation of why the

proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), above, the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise Agreement modifications, and that such negotiation will proceed and conclude within a ninety-day (90) time period, unless that time period is reduced or extended by mutual agreement of the Parties. If the City and Grantee reach agreement on the Franchise Agreement modifications pursuant to such negotiations, then the City shall amend this Franchise Agreement to include the modifications.

(D) In the alternative to Franchise Agreement modification negotiations as provided for in Section 2.6 (C), above, or if the City and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise Agreement by substituting the franchise agreement or other similar lawful authorization that the City grants to another provider of Cable Services (with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise so as to ensure that the regulatory and financial burdens on each entity are equivalent). If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise Agreement with the franchise agreement entered into by the City with the other Cable Services provider.

(E) Notwithstanding anything contained in Subsections 2.6(A) through (D), above, to the contrary, the City shall not be obligated to amend or replace this Franchise Agreement unless the applicable provider makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the City.

(F) Subject to Section 15, Severability, in the event that State or federal laws, rules, or regulations preempt a provision or limit the enforceability of a provision of this Franchise Agreement, then the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such State or federal law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed, so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City.

(G) Notwithstanding any provision to the contrary, at any time that a wireline facilities-based entity, legally authorized by State or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the City, then:

(1) Grantee may negotiate with the City to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise Agreement

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise Agreement and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise Agreement, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act. The City and Grantee agree that this Franchise Agreement is a negotiated agreement and that for the purpose of interpretation neither City nor Grantee shall be deemed the drafter of this Franchise Agreement.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise Agreement; (2) accepts and agrees to comply with every provision of this Franchise Agreement subject to Applicable Law; and following execution of this Franchise, and for any subsequent renewals, (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise Agreement and in consideration of permission to use the City's Public Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the City, throughout the duration of and consistent with this Franchise Agreement, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release

of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the City or concurrently sent under separate cover, verified by an authorized representative of Grantee and containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such report shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within sixty (60) days after the end of each year, furnish to the City a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon thirty (30) days' prior written notice, the City, including the City's Auditor or their authorized auditors, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise Agreement. Pursuant to Subsection 1.33, as part of the Franchise Fee audit/review, the City shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for City subscribers during the audit period. To the extent that the City does not believe that the relevant data supplied is sufficient for the City to complete its audit/review, the City may require other relevant data. For purposes of this Subsection 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the City to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the City related to audits, whichever is less), Grantee shall pay the total reasonable cost of the audit/review, such cost not to exceed \$7,500 for each year of the audit period. The City's right to audit/review and the Grantee's obligation to retain records related to this Subsection shall expire three (3) years after each Franchise Fee payment has been made to the City.

3.7 Late Payments

In the event any payment due quarterly is not received within thirty (30) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the

date the payment was originally due until the date the City receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the City.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the City through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall pay to the City compensation equivalent to the compensation paid to the City by other similarly situated users of the City's Public Rights-of-Way for Grantee's use of the City's Public Rights-of-Way, such payments shall be the equivalent of five percent (5%) of Grantee's Gross Revenues (subject to the other provisions contained in this Franchise Agreement), to the extent consistent with Applicable Law.

3.10 Maximum Legal Compensation

The Parties acknowledge that, at present, applicable federal law limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Grantee's Gross Revenues. In the event that at any time during the duration of this Franchise Agreement, the City is authorized to collect an amount in excess of five percent (5%) of Grantee's Gross Revenues, then this Franchise Agreement may be amended unilaterally by the City to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the City hereunder, provided that Grantee has received at least ninety (90) days prior written notice from the City of such amendment, so long as all cable operators in the City are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

(A) The PEG Capital Contribution pursuant to Subsection 9.5, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments such as complimentary Cable Service, against Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the City with advance written notice. Such notice shall document the proposed offset or service charges so that the City

can make an informed decision as to its course of action. Upon receipt of such notice, the City shall have up to one hundred and twenty (120) days to either (1) maintain the commitment with the understanding that the value shall be offset from Franchise Fees; (2) relieve Grantee from the commitment obligation under the Franchise; or (3) pay for the services rendered pursuant to the commitment in accordance with Grantee's regular and nondiscriminatory term and conditions.

(B) Grantee's notice pursuant to Subsection 3.11(A), shall, at a minimum, address the following: (1) identify the specific cash or non-cash consideration or obligations that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated and (5) if applicable, provide all information and documentation reasonably necessary to document how Franchise Fee offsets may be passed through to Subscribers in accordance with 47 U.S.C. 542(e). Nothing in this Subsection 3.11(B) shall be construed to extend the one hundred and twenty (120)-day time period for the City to make its election under Subsection 3.11(A); provided, however, that any disagreements or disputes over whether sufficient information has been provided pursuant to this Subsection (B) may be addressed under Subsections 13.1 or 13.2 of this Franchise Agreement.

(C) Upon receipt of Grantee's written notice as provided in Subsection 3.11(B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a one hundred and twenty (120)-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include those modifications.

(D) If the Parties are unable to reach agreement on any Franchise Fee offset issue within one hundred and twenty (120) days or such other time as the parties may mutually agree, each Party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The City acknowledges that Grantee currently provides one outlet of Basic Service and Digital Starter Service and associated equipment to certain City-owned and occupied or leased and occupied buildings, and fire stations located in areas where Grantee provides Cable Service. Outlets of Basic and Digital Starter Service provided in accordance with this Subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Grantee's commitment to provide this service is voluntary and may be terminated by Grantee at its sole discretion.

(1) Grantee's termination of complimentary services provided shall be pursuant to the provisions of Subsections 3.11(A) through -(E), above. The City may make a separate election for each account or line of service identified in the notice (for example, the City may choose to accept certain services or accounts as offsets to Franchise Fees and discontinue other services or accounts), so long as all elections are made within one

hundred and twenty (120) days. Grantee shall also provide written notice to each entity that is currently receiving complimentary services with copies of those notice(s) sent to the City.

(2) Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law.

(F) The parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in what is commonly known as the 621 Proceeding, MB Docket No. 05-311. Should there be a new Order in the 621 Proceeding, or any other change in Applicable Law, which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the City's regulatory authority over the use of the rights-of-way by the Grantee, the parties shall, within one hundred and twenty (120) days of written notice from the City, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the City's regulatory authority.

3.12 Tax Liability

The Franchise Fees shall be in addition to all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise Agreement shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise Agreement terminates for any reason, the Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available in the letter of credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise Agreement in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Applicable Law, to any agent including without limitation the CCUA in its sole discretion.

(B) Nothing in this Franchise Agreement shall limit nor expand the City's right of eminent domain under State law; provided, however, that in any condemnation action taken by the City or for a public purpose pursued to the City, no award shall be made for the value of the Franchise or the use of Public Rights-of-Way where the City is not acquiring Grantee's assets, system, fixtures, or equipment.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the City. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or Applicable Law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns;

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens;

(C) The offering of rate discounts for Cable Service; or

(D) The Grantee from establishing different and nondiscriminatory rates and charges

and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise Agreement, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise Agreement. Nothing in this Subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the City, Grantee shall provide a complete schedule of current rates and charges for all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross-Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross-subsidization.

4.6 Reserved Authority

Both Grantee and the City reserve all rights they may have under the Cable Act and any other relevant provisions of Applicable Law.

4.7 Amendment Procedure

Any amendment to this Franchise Agreement shall be made pursuant to the provisions of the Boulder Cable Code as it existed on the Effective Date of this Franchise Agreement. Within thirty (30) days of receipt of written notice that a Party wishes to amend this Franchise Agreement, the City and Grantee shall meet to discuss the proposed amendment(s). If the Parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. If so approved by the City Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise Agreement. If mutual agreement is not reached, there shall be no amendment.

4.8 Performance Evaluations

(A) The Grantor may hold performance evaluation sessions upon ninety (90) days written notice, provided that such evaluation sessions shall be held no more frequently than once every two (2) years. All such evaluation sessions shall be conducted by the Grantor.

(B) Special evaluation sessions may be held at any time by the Grantor during the term of this Franchise, upon ninety (90) days written notice to Grantee.

(C) All regular evaluation sessions shall be open to the public and announced at least

two (2) weeks in advance in any manner within the discretion of the Grantor. Grantee shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the Grantor, provided Grantee receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the Grantor or Grantee's rules; provided that nothing in this Subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this Subsection, Grantee shall fully cooperate with the Grantor and shall provide such information and documents as the Grantor may reasonably require to perform the evaluation.

4.9 Late Fees

(A) For purposes of this Subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution, or as the same may be superseded by legislation or final court order.

(B) Nothing in this Subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this Subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

4.10 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise Agreement by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise Agreement or to procure a substitute for such obligation which is satisfactory to the City. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the City and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise Agreement, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the City while conducting its defense of the City. Grantee shall not be obligated to indemnify the City to the extent of the City's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the City or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense, then Grantee shall not be liable for any attorneys' fees, expenses or other costs that the City may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Subsection 5.1(F) is required. In that event the provisions of Subsection 5.1(F) shall govern Grantee's responsibility for the City's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the City without the City's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and the City desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then the City shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The City's expenses shall include all reasonable out of pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. § 24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than \$2 million per occurrence and \$5 million general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the City, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the City, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of \$1 million each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the City. The policy shall contain a severability of interests provision.

(3) Statutory workers' compensation and employer's liability insurance in an amount of \$1 million dollars each accident/disease/policy limit.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the City, via certified mail, and thirty (30) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this Subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required,

for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

5.3 Deductibles and Certificates of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the City.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The City, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the City certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and the City, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the City.

5.4 Letter of Credit

(A) If there is a claim by the City of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise,

then the City may require and Grantee shall establish and provide within thirty (30) days from receiving notice from the City, to the City as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the City in the amount of \$25,000.

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a letter of credit to the City as set forth in Subsections 5.4(A) and (B), above, if the City is a member of CCUA, and if Grantee provides a Letter of Credit to CCUA in an amount agreed to between Grantee and CCUA for the benefit of its members, in order to collectively address claims reference in Subsection 5.4(A), Grantee shall not be required to provide a separate letter of credit to the City.

(D) After completion of the procedures set forth in Subsection 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the City for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the City, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

(E) The City shall give Grantee written notice of any withdrawal under this Subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the City, as the same may be amended from time to time by the City Council in its sole discretion acting by ordinance or resolution. Any requirement in Customer Service Standards for a “local” telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as **Exhibit B**. Grantee reserves the right to challenge any customer service standards which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal or State Law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise Agreement, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the City a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to City

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the City in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the City, Grantee shall identify the City on Subscriber bills to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City, including the City’s auditors or their authorized representatives, shall have access to, and the right to inspect any books or records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise Agreement or Applicable Law. Grantee shall not deny the City access to any of Grantee’s records on the basis that Grantee’s records are under the control of any parent corporation, Affiliate or a third party. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the

transmittal of such request. One (1) copy of all reports and records required under this or any other Subsection of this Franchise Agreement or Applicable Law shall be furnished to the City, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the City inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise Agreement, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the City aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the City believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the City for all reasonable costs and attorneys' fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the City upon thirty (30) days' written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Public Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the City's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the City. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the City;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, and total homes passed for the previous twelve (12) months;

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to Subsection 7.2, all information furnished to the City is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

(C) Grantee shall maintain for a period of at least six (6) months those records listed in Section 11-6-6(d) of the Boulder Cable Code.

7.4 Annual Reports

Within sixty (60) days of written request, Grantee shall submit to the City a written report, in a form acceptable to the City, which shall include, but not necessarily be limited to, the following information:

(A) A Gross Revenue statement, as required by Subsection 3.5 of this Franchise Agreement;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the then-current year;

(E) If the Grantee is a publicly traded company, a copy or hyperlink of the most recent annual report Grantee filed with the SEC or other governing body;

(F) A list of officers and members of Grantee's board of directors and its parent;

(G) An ownership report, indicating all persons who at the time of filing control or won an interest in the Franchise of ten percent or more;

(H) A report on the Cable System's technical test and measurements; and

(I) A summary of the number and type of Cable Services outages (an outage being a loss of sound or video on any signal or a significant deterioration of any signal affecting Subscribers) known by Grantee, specifying all details of each outage known to Grantee and the cause thereof.

7.5 Copies of Federal and State Reports

Within thirty (30) days of a written request, Grantee shall submit to the City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the City. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the City during normal business hours at Grantee's local business office.

(B) Unless such requirement is waived by the City, on or before April 30, July 31, October 31 and January 31 of each year this Franchise Agreement is in effect and for one month thereafter, Grantee shall provide the City a quarterly executive summary in the form attached hereto as **Exhibit A**, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (2) A log of all service interruptions;
- (3) A summary of customer complaints referred by the City to Grantee; and
- (4) Such other information as reasonably requested by the City.

The Parties agree that the City's request for these summary reports shall remain effective, and need only be made once. Such request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the City to the contrary.

7.7 Failure to Report/Maintain Records

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise Agreement or such other reports as the City may reasonably request (not including clerical errors or errors made in good faith), or to keep any records required to be kept may, at the City's option, be deemed a breach of this Franchise Agreement.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise Agreement (not including clerical errors or errors made in good faith) may be deemed a material

breach of this Franchise Agreement and may subject Grantee to all remedies, legal or equitable, which are available to the City under this Franchise Agreement or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) National and international news, weather, and information;
- (D) Colorado sports;
- (E) National and international sports;
- (F) General entertainment (including movies);
- (G) Children/family-oriented;
- (H) Arts, culture, and performing arts;
- (I) Foreign language;
- (J) Science/documentary; and
- (K) Public, Educational and Government Access, to the extent required by this Franchise Agreement.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the City.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date shall be deemed the mix and quality of Cable Services required under this Franchise Agreement throughout its term.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of,

Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if the Federal Communications Commission or a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this Subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise Agreement, Grantee shall cooperate with the City, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four (4) consecutive days without prior approval of the Manager, or without just cause, the City may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the City or a permanent Cable Operator is selected. If the City is required to fulfill this obligation for Grantee, Grantee shall reimburse the City for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for People With Disabilities

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Designated Access Providers

(A) The City shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself, for Access purposes, to control and manage the use of any Access Facilities provided by Grantee under this Franchise Agreement. As used in this Section, such “Access Facilities” includes the Channels, services, facilities, equipment, technical components or financial support provided under this Franchise Agreement, which is used or useable by and for Public Access, Educational Access, and Government Access (“PEG” or “PEG Access”).

(B) Grantee shall cooperate with City in City’s efforts to provide Access programming but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.

9.2 Channel Capacity and Use

(A) On the Effective Date, Grantee shall make available to City 5 Downstream Channels for PEG use as provided for in this Section.

(B) Grantee shall have the right to temporarily use any Public Access or Government Access Channel, or portion thereof, within 60 days after a written request for such temporary use is submitted to City, if such Public Access or Government Access Channel is not fully utilized. A Public Access or Government Access Channel shall be considered “fully utilized” if substantially unduplicated programming is delivered over it more than an average of thirty-eight (38) hours per week over a calendar year. Programming that is repeated on a Public Access or Government Access Channel up to two times per day shall be considered “substantially unduplicated programming.” Character-generated programming shall be included for purposes of this Subsection but may be counted towards the total average hours only with respect to two (2) Channels provided to the City. If a Public Access or Government Access Channel will be used by Grantee in accordance with the terms of this Subsection, the institution to which the Public Access or Government Access Channel has been allocated shall have the right to require the return of the Public Access or Government Access Channel or portion thereof. The City shall request return of such Public Access or Government Access Channel space by delivering written notice to Grantee stating that the institution is prepared to fully utilize the Public Access or Government Access Channel, or portion thereof, in accordance with this Subsection. In such event, the Public Access or Government Access Channel or portion thereof shall be returned to such institution within 60 days after receipt by Grantee of such written notice.

(C) Standard Definition (“SD”) Digital Access Channels.

(1) Grantee shall provide four (4) Activated Downstream Channels for PEG Access use in a standard definition (“SD”) digital format in Grantee’s Basic Service (“SD Access Channel”). Grantee shall carry all components of the SD Access Channel Signals provided by a Designated Access Provider including, but not limited to, closed captioning,

stereo audio and other elements associated with the Programming. A Designated Access Provider shall be responsible for providing the SD Access Channel Signal in an SD format to the Demarcation Point at the designated point of origination for the SD Access Channel. Grantee shall transport and distribute the SD Access Channel signal on its Cable System and shall not unreasonably discriminate against SD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation the FCC's Subpart K Channel signal standards.

(2) With respect to signal quality, Grantee shall not be required to carry an SD Access Channel in a higher quality format than that of the SD Access Channel signal delivered to Grantee, but Grantee shall distribute the SD Access Channel signal without degradation. Upon reasonable written request by a Designated Access Provider, Grantee shall verify signal delivery to Subscribers with the Designated Access Provider, consistent with the requirements of this Subsection 9.2(C).

(3) Grantee shall be responsible for costs associated with the transmission of SD Access signals on its side of the Demarcation Point. The City or Designated Access Provider shall be responsible for costs associated with SD Access signal transmission on its side of the Demarcation Point.

(4) SD Access Channels may require SD Subscribers to buy or lease special equipment, available to all SD Subscribers. Grantee is not required to provide free SD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(D) High Definition ("HD") Digital Access Channels.

(1) Grantee shall maintain 1 HD Access Channel, for which the City may provide Access Channel signals in HD format to the Demarcation Point at the designated point of origination for the Access Channel.

(2) The City shall be responsible for providing the HD Access Channel signal in an HD digital format to the Demarcation Point at the designated point of origination for the HD Access Channel. For purposes of this Franchise Agreement, an HD signal refers to a television signal delivering picture resolution of either 720 or 1080, or such other resolution in this same range that Grantee utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

(3) The City will maintain a minimum of 5 hours per-day, five days per-week of HD PEG programming available for each HD Access Channel.

(4) Grantee shall transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against HD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation the

FCC's Subpart K Channel signal standards. With respect to signal quality, Grantee shall not be required to carry a HD Access Channel in a higher quality format than that of the HD Access Channel signal delivered to Grantee, but Grantee shall distribute the HD Access Channel signal without degradation. Grantee shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by the City, Grantee shall verify signal delivery to Subscribers with the City, consistent with the requirements of this Subsection 9.2(D).

(5) HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which HD channels are made available. Grantee is not required to provide free HD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(6) The City or any Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.

(7) Grantee shall cooperate with the City to procure and provide, at City's cost, all necessary transmission equipment from the Designated Access Provider channel origination point, at Grantee's headend and through Grantee's distribution system, in order to deliver the HD Access Channels. The City shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Grantee to receive and distribute the HD Access Channel signal, or for the cost of any resulting upgrades to the video return line. The City and Grantee agree that such expense of acquiring and installing the transmission equipment or upgrades to the video return line qualifies as a capital cost for PEG Facilities within the meaning of the Cable Act 47 U.S.C.A. § 542(g)(20)(C), and therefore is an appropriate use of revenues derived from those PEG Capital fees provided for in this Franchise Agreement.

(E) Grantee shall simultaneously carry the one (1) HD Access Channels provided for in Subsection 9.2(D) in high definition format on the Cable System, in addition to simultaneously carrying in standard definition format the SD Access Channels provided pursuant to Subsection 9.2(C).

(F) There shall be no restriction on Grantee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise Agreement are otherwise met. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event the City believes that Grantee fails to meet this standard, City will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner.

9.3 Access Channel Assignments

Grantee will use reasonable efforts to minimize the movement of SD and HD Access Channel assignments. Grantee shall also use reasonable efforts to institute common SD and HD Access Channel assignments among the local governments served by the same Headend as City for compatible Access programming, for example, assigning all Educational Access Channels programmed by higher education organizations to the same Channel number. In addition, Grantee will make reasonable efforts to locate HD Access Channels provided pursuant to Subsection 9.2(D) in a location on its HD Channel line-up that is easily accessible to Subscribers.

9.4 Relocation of Access Channels

Grantee shall provide City and all Subscribers within City with a minimum of sixty (60) days' notice, and use its best efforts to provide one hundred and twenty (120) days' notice, prior to the time Public, Educational, and Government Access Channel designations are changed.

9.5 Support for Access Costs

During the term of this Franchise, within one hundred and twenty (120) days of a written request from the City, Grantee shall provide to the City up to 0.48% of Grantee's Gross Revenues per month (the "Access Contribution") to be used solely for capital costs related to Public, Educational and Governmental Access, or as may be permitted by Applicable Law. Grantee shall make Access Contribution payments quarterly, following the effective date of this Franchise for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days following the end of the quarter. The City shall have sole discretion to allocate the expenditure of such payments for any capital costs related to Access.

9.6 Access Support Not Franchise Fees

Grantee agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to City. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than five (5%) of Grantee's Gross Revenues in any twelve (12)-month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise Agreement and Applicable Law.

9.7 Access Channels on Basic Service or Lowest Priced HD Service Tier

All SD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of Basic Service. All HD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of the lowest priced tier of HD Cable Service upon which Grantee provides HD programming content.

9.8 Change In Technology

In the event Grantee makes any change in the Cable System and related equipment and Facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access services or programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of City's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If the City implements a new video delivery technology that is currently offered and can be accommodated on the Grantee's local Cable System then the same provisions above shall apply. If the City implements a new video delivery technology that is not currently offered or that cannot be accommodated by the Grantee's local Cable System, then the City shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to the Grantee's headend for distribution to subscribers.

9.9 Technical Quality

Grantee shall maintain all upstream and downstream Access services and Channels on its side of the Demarcation Point at the same level of technical quality and reliability required by this Franchise Agreement and all other Applicable Law. Grantee shall provide routine maintenance for all transmission equipment on its side of the Demarcation Point, including modulators, decoders, multiplex equipment, and associated cable and equipment necessary to carry a quality signal to and from City's facilities for the Access Channels provided under this Franchise Agreement, including the business class broadband equipment and services necessary for the video on demand and streaming service described in Subsection 9.2. Grantee shall also provide, if requested in advance by the City, advice and technical expertise regarding the proper operation and maintenance of transmission equipment on the City's side of the Demarcation Point. The City shall be responsible for all initial and replacement costs of all HD modulator and demodulator equipment, web-based video on demand servers and web-based video streaming servers. The City shall be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by any negligent or intentional act or omission by City staff. The Grantee shall be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by any negligent or intentional act or omission of Grantee's staff. The City will be responsible for the cost of repairing or replacing any HD PEG Access and web-based video on demand transmission equipment that Grantee maintains that is used exclusively for transmission of the City's or its Designated Access Providers' HD Access programming.

9.10 Access Cooperation

City may designate any other jurisdiction which has entered into an agreement with Grantee or an Affiliate of Grantee based upon this Franchise Agreement, any CCUA member, the CCUA, or any combination thereof to receive any Access benefit due City hereunder, or to share in the use of Access Facilities hereunder. The purpose of this Subsection shall be to allow cooperation in the use of Access and the application of any provision under this Section 9 as City in its sole discretion deems appropriate, and Grantee shall cooperate fully with, and in, any such arrangements by City.

9.11 Return Lines/Access Origination

(A) Grantee shall continuously maintain the previously constructed return lines throughout the Term of the Franchise Agreement, in order to enable the distribution of Access programming to Subscribers on the Access Channels; provided, however, that Grantee's maintenance obligations with respect to a particular location shall cease if it is no longer used by the City to originate Access programming.

(B) Grantee shall construct and maintain new Fiber Optic return lines to the Headend from production facilities of new or relocated Designated Access Providers delivering Access programming to Subscribers as requested in writing by the City. All actual construction costs incurred by Grantee from the nearest interconnection point to the Designated Access Provider shall be paid by the City or the Designated Access Provider. New return lines shall be completed within 1 year from the request of the City or its Designated Access Provider, or as otherwise agreed to by the parties. If an emergency situation necessitates movement of production facilities to a new location, the Parties shall work together to complete the new return line as soon as reasonably possible.

SECTION 10. GENERAL PUBLIC RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Public Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the City, of which the Grantee is made aware, regarding Public Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the City, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Public Right-of-Way cuts within the City.

10.4 General Standard

Grantee shall construct, operate and maintain the Cable System subject to the supervision of all of the authorities of the City who have jurisdiction in such matters and in strict compliance with all Applicable Law, including specifically the Boulder Cable Code and the City's Design and Construction Standards. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature,

durable and installed in accordance with industry standard engineering practices.

10.5 Permits Required for Construction

Prior to doing any work in the Public Right-of Way or other public property, Grantee shall apply for, and obtain, all required permits from the City. As part of the permitting process, the City may impose such conditions and regulations including but not limited to those necessary for the purpose of protecting any structures in such Public Rights-of-Way, proper restoration of such Public Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Public Right-of-Way. Grantee shall pay all applicable fees for the requisite City permits received by Grantee.

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) City Construction Codes. Grantee shall comply with all applicable City construction codes, including, without limitation, the International Building Code and other building codes, the International Fire Code, the National Electrical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations, and the City's Design and Construction Standards.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all Applicable Law.

(C) Safety Codes. Grantee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the City regarding geographic information mapping systems for users of the Public Rights-of-Way.

10.9 Minimal Interference

Work in the Public Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Public Rights-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Public Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Public Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances

(A) Grantee shall comply with all Applicable Law concerning hazardous substances relating to Grantee's Cable System in the Public Rights-of-Way.

(B) Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Public Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise Agreement, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances arising out of or related to Grantee's Cable System.

10.12 Locates

Prior to doing any work in the Public Right-of-Way, Grantee shall give appropriate notices to the City and to the notification association established in C.R.S. § 9-1.5-105, and as such may

be amended from time to time. Within forty-eight (48) hours after any City bureau or franchisee, licensee or permittee notifies Grantee of a proposed Public Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unallocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by Ordinance or resolution.

10.14 Underground Construction and Use of Poles

(A) When required by Applicable Law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Public Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers unless funding is generally available for such relocation to all users of the Public Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Public Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper City authorities.

(E) This Franchise Agreement does not grant, give or convey to the Grantee the right

or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the City.

10.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards

(A) Depths. Unless otherwise required by Applicable Law, Grantee, and its contractors, shall comply with the City's Design and Construction Standards when burying lines.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring

Any ordinance or resolution of the City which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property

(A) Notice of Damage. The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

(B) Prompt Restoration. Whenever Grantee disturbs or damages any Public Right-of-Way, other public property or any private property, Grantee shall promptly restore the Public Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Public Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Public Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

10.20 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any City Public Right-of-Way, or upon the addition to the City of any area in which Grantee owns or operates any such facility, Grantee shall, at the City's request, submit to the City a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise Agreement.

10.21 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Public Rights-of-Way, Grantee shall submit for the City's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Public Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the facility as directed by the City, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Public Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including without limitation access purposes.

10.22 Movement of Cable System Facilities for City Purposes

The City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than forty-five (45) business days or as otherwise required by Applicable Law, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least sixty (60) days' written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

10.23 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.24 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.25 Reservation of City Use of Public Right-of-Way

Nothing in this Franchise Agreement shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Public Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.26 Tree Trimming

Subject to obtaining advance permission from the Manager, which shall not be unreasonably refused, Grantee may prune or cause to be pruned, using pruning practices approved by the City Forester, any tree that overhangs the City's Public Rights-of-Way so as to prevent the branches of such trees from coming into contact with the wires of the Cable System. At the option of the City, such trimming may be done by it for by Grantee, but in either case, at the expense of Grantee. Grantee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1)-week's written notice has been given to the owner or occupant of the premises abutting the Public Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at their own expense during this one (1)-week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.27 Inspection of Construction and Facilities

The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. The City shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a reasonable time the City establishes. The City has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so without undue delay, and to charge Grantee therefore.

10.28 Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

(1) Be in writing;

- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

10.29 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

10.30 Transition to Subsequent Agreement

Subject to Applicable Law, if Grantee is no longer offering Cable Service in the Franchise Area, the Parties agree to negotiate in good faith to execute an agreement enabling Grantee to maintain its access to Public Right of Way on terms materially consistent with those found in this Franchise.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall have the capacity to deliver no less than one hundred and fifty (150) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the City's permitting process and all Applicable Law.

(D) Grantee and City shall meet, at the City's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise Agreement or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Technology Assessment

(A) The City may notify Grantee on or after five (5) years after the Effective Date, that the City will conduct a technology assessment of Grantee's Cable System. The technology assessment may include, but is not limited to, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the fifteen (15) largest U.S. cable systems owned and operated by Grantee's Parent Corporation or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the City to provide necessary non-confidential and proprietary information upon the City's reasonable request as part of the technology assessment.

(C) At the discretion of the City, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the City pursuant to 47 U.S.C. §546.

11.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise Agreement, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than thirty (30) days following receipt of a request.

11.4 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise Agreement in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the City shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.6 Cable System Performance Testing

(A) Grantee shall provide to the City a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the City with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the City for a period of at least one year, and individual Subscriber complaints from the City for a period of at least three years, and make such information available to the City upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the City upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.7 Additional Tests

Where there exists other evidence which, in the judgment of the City, casts doubt upon the reliability or technical quality of Cable Service, the City shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY

12.1 Service Availability

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the City that is passed by an Activated portion of the Cable System. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a one hundred twenty-five (125)-foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory industry standard methodology for such installations adopted by Grantee and provided in writing to the City if requested by the City;

(3) At non discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. Consistent with this Subsection 12.1, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Customer Charges for Extensions of Service. Grantee agrees to extend its Cable System to all Persons living in areas with a residential density of thirty-five (35) residences per mile of Cable System plant. If the residential density is less than thirty-five (35) residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals thirty-five (35). Customers who request service hereunder will bear the remainder of the construction and other costs on a pro-rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remediating Franchise Violations

(A) If the City reasonably believes that Grantee has failed to perform any obligation under this Franchise Agreement or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with Subsection (B), below;

(2) cure the default; or,

(3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with Subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under Subsection (A)(3), or denies the default and requests a meeting in accordance with Subsection(A)(1), or the City orders a meeting in accordance with Subsection (A)(3), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, the City reserves the right to seek any remedy that may be available at law or in equity, including without limitation, revocation, and Grantee reserves the right to assert any defenses it may have to the City's position.

(D) No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

(E) It shall not be a violation of this Franchise if Grantee decides, on a company-wide basis, to cease providing Cable Services. Grantee shall provide a minimum of one (1) year's written notice to City of the termination date, and upon that date all rights, duties and obligations of this Franchise shall terminate except for those that by their nature, should survive termination.

13.2 Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

- (1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the City and Grantee;
- (2) If Grantee willfully fails for more than forty-eight (48) hours to provide continuous and uninterrupted Cable Service;
- (3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers; or
- (4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;
- (5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Notwithstanding any term to the contrary in this Section 13.2 of the Franchise the City acknowledges and agrees that (i) Grantee's performance of this Franchise may be subject to, or conditioned upon, City's performance of other agreements or arrangements between City and Grantee; and (ii) Grantee shall not be in violation or breach of this Agreement for failure or refusal to perform its obligations under this Franchise or Applicable Law if such failure arises from, or relates to, City's failure or refusal to perform its obligations under other agreements or arrangements between City and Grantee.

Following the procedures set forth in Subsection 13.1 and prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) Any proceeding under the Subsection above shall be conducted by the City Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or if the breach at issue is capable of being cured by Grantee, direct Grantee

to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. If the City determines that the Franchise is to be revoked, the City shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the City's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The City Council may at its sole discretion take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation

(A) If this Franchise Agreement expires without renewal after completion of all processes available under this Franchise Agreement and federal law or is otherwise lawfully terminated or revoked, the City may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the City's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in Subsection 13.4, below.

(B) In the event that a sale has not been completed in accordance with Subsections (A)(1) or (A)(2), above, the City may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore unless permitted by Applicable Law.

(C) If Grantee fails to complete any removal required by Subsection 13.3(B) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the City may recover the costs through the letter of credit provided by Grantee.

(D) The City may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the City shall have the option to purchase the Cable System.

(B) The City may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have thirty (30) days from receipt of a written offer from the City within which to accept or reject the offer.

(C) In any case where the City elects to purchase the Cable System, the purchase shall be closed within one hundred and twenty (120) days of the date of the City's audit of a current profit and loss statement of Grantee. The City shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this Subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the City would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

13.5 Receivership and Foreclosure

(A) At the option of the City, subject to Applicable Law, this Franchise Agreement may be revoked one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred and twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred and twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and conditions of this Franchise Agreement.

13.6 No Monetary Recourse Against the City

Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the City under this Franchise Agreement are in addition to, and shall not be read to limit, any immunities the City may enjoy under federal, State or local law.

13.7 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the City, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City; or obtain an injunction requiring the Grantee to continue operations. If the City is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the City or its designee for all reasonable costs, expenses and damages incurred.

13.8 What Constitutes Abandonment

The City shall be entitled to exercise its options in Subsection 13.7 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four (4) consecutive days, unless the City authorizes a longer interruption of service, or such interruption of Cable Service is related to a Force Majeure event; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The City and Grantee agree that any proceedings undertaken by the City that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a) of the Cable Act, the

City agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise Agreement term. Notwithstanding anything to the contrary set forth herein, Grantee and City agree that at any time during the term of the then-current Franchise Agreement, while affording the public adequate notice and opportunity for comment, the City and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise Agreement and the City may grant a renewal thereof. Grantee and City consider the terms set forth in this Subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and City are engaged in a renewal process, Grantee shall continue to provide Cable Service to its Subscribers on a month-to-month basis, on the same terms and conditions as provided in this Franchise Agreement and the Cable Code. During any such “hold over” period, Franchisee shall continue to pay the Franchise Fee as set forth above, in addition to honoring all other provisions of this Franchise Agreement.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council/Commission, acting by ordinance/resolution.

(B) The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word “control” as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the City for its approval of a sale or transfer and furnish all information required by App and the City.

(D) In seeking the City’s consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the City may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) No Transfer application shall be granted unless the proposed transferee:

(1) Agrees in writing that it will abide by and accept the terms of the Boulder Cable Code, this Franchise Agreement and any additional terms and conditions that the City reasonably determines are needed to ensure compliance by the transferee with such Franchise Agreement;

(2) Agrees in writing to assume and be responsible for the obligations and liabilities of Grantee, known and unknown, under this Franchise Agreement and Applicable Law;

(3) Provides reasonable performance guarantees to the City that the City considers sufficient and adequate to guarantee the full and faithful performance of all franchise obligations by the proposed transferee;

(4) Agrees in writing that, except as provided in Section 626 of the Cable Act concerning use of previous non-compliance evidence in renewal proceedings following a transfer, approval by the City of the transfer shall not constitute a waiver or release of any rights of the City under this Franchise Agreement or Applicable Law whether arising before or after the effective date of the transfer; and

(5) Posts all required bonds, securities in a manner to ensure that there is no gap in coverage.

(F) The City shall act by ordinance on the request within one hundred and twenty (120) days of the request, provided it has received all information required by this Franchise Agreement or by Applicable Law. The City and the Grantee may by mutual agreement, at any time, extend the one hundred and twenty (120) day period. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred and twenty 120 days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(G) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of this Franchise Agreement, subject to Applicable Law, and

will not be required to file an additional written acceptance.

(H) In reviewing a request for sale or transfer, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(I) Notwithstanding anything to the contrary in this Subsection, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any section, subsection, paragraph, term or provision of this Franchise Agreement is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other section, subsection, paragraph, term or provision of this Franchise Agreement, all of which will remain in full force and effect for the term of the Franchise Agreement.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

In connection with the performance of work under this Franchise Agreement, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise Agreement, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise Agreement, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the City or the Grantee by written notice at any time. At the Effective Date of this Franchise Agreement:

Grantee's address shall be:

ALLO Communications LLC
Brad Moline
President & CEO
330 S 21st St
Lincoln, NE 68510
Legal@allofiber.com

With a copy to:

ALLO Communications LLC
c/o Legal Department
121 S 13th St, Suite 100
Lincoln, NE 68508

The City's address shall be:

City Manager
City of Boulder
1777 Broadway
Boulder, CO 80302
CMOadmin@bouldercolorado.gov

With a copy to:

City Attorney
City of Boulder
1777 Broadway
Boulder, CO 80302
CAOadmin@bouldercolorado.gov

16.3 Descriptive Headings

The headings and titles of the sections and subsections of this Franchise Agreement are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs incurred in publishing this Franchise Agreement, if such publication is required.

16.5 Binding Effect; No Third Party Beneficiaries

This Franchise Agreement shall be binding upon the parties hereto, their permitted successors and assigns. This Franchise Agreement is entered into solely for the benefit of the

Parties and shall not confer any rights upon any Person not a party to this Agreement.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties and neither Party is authorized to, nor shall either Party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the City at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

16.9 Entire Agreement

This Franchise Agreement and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

16.10 Applicable Law

This Agreement shall be construed in accordance with the laws of the State of Colorado and the Cable Act. Jurisdiction and venue for any judicial dispute between the City and Grantee arising under or out of this Franchise Agreement shall be in Boulder County District Court, Colorado, or in the United States District Court in Denver.

16.11 Counterparts

This Franchise Agreement may be executed in counterparts. Affixation of signatures, or representations of signatures, onto PDF’s shall be sufficient to bind the Parties.

IN WITNESS WHEREOF, the parties have set their hands to this Cable Franchise Agreement, which shall be effective as of April 1, 2025.

[Signatures on following page]

ALLO COMMUNICATIONS LLC

By: _____
Title: _____

**CITY OF BOULDER,
a Colorado home rule city**

Nuria Rivera-Vandermyde,
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A: REPORT FORM

ALLO COMMUNICATIONS LLC
 Quarterly Executive Summary - Escalated Complaints
 Section 7.6 (B) of our Franchise Agreement
 Quarter Ending _____, Year
 BOULDER, COLORADO

Type of Complaint	Number of Calls
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
TOTAL	0

Compliments

EXHIBIT B: CUSTOMER SERVICE STANDARDS

Introduction

The purpose of the Standards is to establish uniform requirements for the quality of service cable operators are expected to offer their customers in the City of Boulder (the “City” or “Franchise Authority”) area. The Standards are subject to change from time to time.

The Franchise Authority encourages the Cable Operator to exceed these standards in their day-to-day operations and as such, understands that the Cable Operator may modify their operations in exceeding these standards.

The Standards incorporate the Customer Service Obligations published by the Federal Communications Commission (Section 76.309), April, 1993 and customer service standards of cable television service providers operating in Colorado. Based upon the City’s assessment of the needs of citizens, the City has adopted, modified and created standards specially tailored to the City, based upon the model standards adopted by the Colorado Communications and Utility Alliance (the “CCUA”).

The Standards require the cable operator, in certain circumstances, to post a security fund or letter of credit ensuring Customer Service. The security fund is to be used when the cable company fails to respond to a citizen complaint that the franchising authority determines is valid, and to provide a mechanism by which to impose remedies for noncompliance. It is the sincere hope and intention of the City that the security fund will never need to be drawn upon; however, the City believes that some enforcement measures are necessary.

CITY OF BOULDER

CUSTOMER SERVICE STANDARDS

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of Force Majeure affecting a significant portion of the Franchise Area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the City of Boulder.

II. DEFINITIONS

When used in these Customer Service Standards (the “Standards”), the following words, phrases, and terms shall have the meanings given below.

“Adoption” shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

“Affiliate” shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

“Applicable Law” means, with respect to these standards and any Cable Operator’s privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

“Cable Operator” shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

“Cable Service” shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, “video programming” is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). “Other programming service” is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

“Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include: (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

“Colorado Communications and Utilities Alliance” or “CCUA” shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate

or otherwise take some related role in the administration or enforcement of any functions under these Standards.

“Contractor” shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

“Customer” shall mean any person who receives any Cable Service from a Cable Operator.

“Customer Service Representative” (or “CSR”) shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

“Escalated complaint” shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

“Franchising Authority” shall mean the City.

“Necessary” shall mean required or indispensable.

“Non-cable-related purpose” shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

“Normal business hours” shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

“Normal operating conditions” shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

“Other Service(s)” shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

“Personally Identifiable Information” shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. “Personally Identifiable Information” shall not mean any aggregate information

about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean the loss or substantial impairment of picture or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"City" shall mean the City of Boulder, Colorado.

"Writing" or "written" as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator shall provide at least one customer service center(s)/business office(s) ("Service Centers") which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the City, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote "self-help" tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer's own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for

Customer bill payments; and equipment exchanges at a Customer's residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed Seven-Day Residential Installation

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement, and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The “appointment window” alternatives for specific installations, service calls, or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection “appointment window” means the period of time in which the representative of the Cable Operator must arrive at the customer’s location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer’s issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator’s actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator’s business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be

provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. **Records of Service Interruptions and Outages.** A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

- i. Assess the problem within one (1) day of notification;
- ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;
- iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable

Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty-eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past-due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks' notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or

replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual and undisputed cost of the damage, or any cost of damage for which Grantee is legally responsible.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

- i. For pedestal installation or similar major construction, seven (7) days.
- ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.
- iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):

- a. Products and services offered by the Cable Operator, including its channel lineup;
- b. The Cable Operator's complete range of service options and the prices for these services;
- c. The Cable Operator's billing, collection and disconnection policies;
- d. Privacy rights of customers;
- e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;
- f. Use and availability of parental control/lock out device;
- g. Special services for customers with disabilities;
- h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.
4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.
5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.
6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.
7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.
2. Collection and Use of Personally Identifiable Information.
 - a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about themselves at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services.

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other

Service provided by the Cable Operator; (B) used to the extent necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website “preference center” features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer’s monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website “preference center” features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable Operator’s website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer’s right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator’s bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator’s bill to the Customer, and on the Cable Operator’s website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within thirty (30) days of initial installation, then such customer can request disconnection of Cable Service within thirty (30) days of initial installation, and the Cable Operator shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's first thirty (30) days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE**A. Complaints to a Cable Operator**

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

B. Complaints to the Franchising Authority

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority fifty thousand dollars (\$50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be

posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars (\$100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remediating Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied;

- b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards;
- c. Reverse any decision of the Cable Operator in the matter;
- d. Grant a specific solution as determined by the Franchising Authority; or
- e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.



Application for Cable Franchise Agreement

City of Boulder:

Please consider the enclosed application for grant of an initial cable franchise agreement with the City of Boulder, Colorado (“City”) from ALLO Communications LLC (“ALLO”), a Nebraska limited liability company. This application is being made pursuant to the Boulder Cable Code, subsection 11-6-4, B.R.C. 1981.

Pursuant to subsection 11-6-4(f), B.R.C. 1981 and upon request of the City, ALLO will remit a reasonable filing fee to the City. The names and addresses of persons authorized to act on behalf of ALLO with respect to the application are as follows:

Brad Moline
President & CEO
610 Broadway St
Imperial, NE 69033


Bob Beiersdorf
Regional General Manager
808 9th St
Greeley, CO 80631

Andrew Vinton
Director-Legal and Regulatory Affairs
330 S 21st St
Lincoln, NE 68510

By signing below, I Bradley A. Moline, in my capacity as an officer of ALLO Communications LLC, to the best of my knowledge certify to the truth and accuracy of the information in the application, acknowledge the enforceability of application commitments, and certify that the application meets all requirements of applicable law.

ALLO is happy to provide additional information upon request and respectfully encourages you to grant ALLO a cable franchise agreement.

Sincerely,

By: 
Name: Bradley A. Moline
Title: President & CEO

Application for Cable Franchise Agreement

Pursuant to the Boulder Cable Code, ALLO has specifically addressed the fourteen (14) requirements listed in the Code below. ALLO's answers to these questions are in **RED**:

- (1) Name and address of the applicant and identification of the ownership and control of the applicant, including: the names and addresses of the ten largest holders of an ownership interest in the applicant and persons in the applicant's direct ownership chain and all persons with ten percent or more ownership interest in the applicant and persons in the applicant's direct ownership chain; the persons who control the applicant and persons in the applicant's direct ownership chain; and all officers and directors of the applicant and persons in the applicant's direct ownership chain.

Applicant Name: ALLO Communications LLC ("ALLO")

Applicant Address: 330 S 21st St Lincoln, NE 68510

Direct Owner of Applicant: ALLO Intermediate Holdings, LLC owns 100% of ALLO Communications LLC

Upstream owners holding 10% or more ownership interest:

Nelnet, Inc. (NYSE: NNI), 121 S. 13th Street, Suite 100, Lincoln, NE 68508, owns approximately 45.22% of ALLO Communications LLC

SDC Allo Holdings, LLC, 817 Broadway 10th Floor, New York, New York 1003, owns approximately 48.49% of ALLO Communications LLC

Michael S. Dunlap, Executive Chairman, Nelnet, Inc., 6801 Eastshore Drive, Lincoln, NE 68516, is the controlling shareholder of Nelnet, Inc. Through his interest in Nelnet, Inc., Mr. Dunlap indirectly owns approximately 19.27% of ALLO Communications LLC

- (2) A demonstration of the applicant's technical ability to construct and/or operate the proposed cable system, including identification of key personnel.

ALLO has the experience, capacity, and technical ability to construct and operate the cable system in Boulder, Colorado. ALLO is a telecommunications company offering world-class Fiber-to-the-Premise (FTTP) gigabit networks providing superior broadband, internet, television, and telephone to residents, businesses, and government entities. ALLO delivers these services utilizing 100% FTTP networks. For the purposes of this application, ALLO's responses will focus on our cable offering. ALLO's fiber networks expand business opportunities, create jobs, and improve quality of life for our customers.

We have designed, constructed, maintained, and provided services for ubiquitous FTTP networks since 2004 in cities with populations ranging from 1,400 to 290,000 with a total population served of 1.3 million and increasing.

Our team serves government entities, businesses, schools, and residents creating gigabit societies. ALLO has invested more than \$1 billion in FTTP assets across nearly 50 communities.

ALLO's growth and success over the past two decades is evidence of our technical capabilities, experienced personnel, superior products, and unmatched reputation for customer service. Our modern network, expert team of engineers, operators, and technical specialists combined with the immense capacity of ALLO's fiber network provide unparalleled service to our partner communities.

With more than 20 years of experience building gigabit communities, ALLO has the expertise and current solutions to partner with the City of Boulder to deploy a successful network.

Key Personnel

Brad Moline serves as President and Chief Executive Officer. Under his management, ALLO has successfully provided (or is in the process of providing) FTTP services to nearly 50 communities throughout Nebraska, Colorado, Arizona, and Missouri.

Allison O'Neil serves as Chief Experience Officer for ALLO and has been with the company for more than 18 years. Allison manages every aspect of the customer experience, ensuring ALLO is meeting the expectations of both residential and business customers.

Nate Buhrman serves as Chief Financial Officer. Nate oversees finance and accounting functions for the company including internal controls and financial planning and analysis.

Don Schoening serves as Chief Field Services Officer for ALLO and has more than 30 years of experience. Don manages the outside and inside installation technicians and leads ALLO's safety and fleet teams.

Todd Heyne serves as Chief Construction Officer and is responsible for evaluating and optimizing fiber optic outside plant construction. Todd's experience managing ALLO's 120+ person construction team and 600+ person contractor crew provides valuable insight for the evaluation of designs for constructability and cost efficiency.

Al Schroeder serves as the Director of Outside Plant Engineering. Al has decades of experience working in and leading teams performing outside plant design and construction. Al is a registered professional civil engineer and is an expert in aerial, buried, and underground Fiber-to-the-Home designs.

Al oversees the design, permitting, and as-built records for our projects. His team completed and delivered the designs for our Lincoln community, enabling completion of the project two years ahead of schedule while staying on budget.

Bob Beiersdorf serves as Regional General Manager for ALLO. Bob is responsible for business performance oversight within ALLO's Colorado Region. His responsibilities include market development and execution planning, as well as integration of ALLO culture within new markets to ensure exceptional customer experience and team member satisfaction.

Bob resides in and has extensive knowledge of the Colorado telecommunications market and will serve as the main contact for Boulder.

- (3) A demonstration of the applicant's legal qualifications to construct and/or operate the proposed cable system.

ALLO possesses legal qualifications to construct and operate the proposed cable system.

These qualifications include:

1. Maintaining licensure and registration relevant to the provisioning of cable service with the Federal Communications Commission (“FCC”) and Colorado Public Service Commission. Public FCC filings may be accessed by searching ALLO Communications LLC, FCC Registration Number 0025822081.
2. A Right-of-Way Contractor License (LIC-01002651) from City of Boulder.
3. A Pole License Agreement with Public Service Company of Colorado d/b/a XCEL Energy.
4. Registration and good standing status with the Colorado Secretary of State as a foreign limited liability company.

- (4) A statement prepared by a certified public accountant regarding the applicant's financial ability to complete the construction and operation of the cable system proposed.

See Exhibit A attached hereto, which is an annual audit report for ALLO Communications LLC prepared by KPMG.

ALLO has the financial ability to complete the construction and operation of the cable system proposed in this application. ALLO has previously completed more than fifty other cable systems in a like manner with financing from equity, construction debt facilities and asset-based securitization. Brad Moline, the signatory of this letter and Lianna Kathol, ALLO’s controller, have each been certified public accountants.

- (5) A description of the applicant's prior experience in cable system ownership, construction and operation, and identification of cities and counties in which the applicant has, or has had, a cable franchise or any interest therein.

ALLO has constructed, owned, and operated 100% FTTP cable systems in more than fifty communities across four states.

ALLO and its affiliates currently hold approximately fifty cable franchise or similar agreements with municipalities and counties in Nebraska, Colorado, Arizona, and Missouri. ALLO will provide a detailed list upon request, or they can be accessed via www.allofiber.com.

- (6) Identification of the area of the city to be served by the proposed cable system, including a description of the proposed franchise area's boundaries.

At least 97% of the structures within the City Limits of Boulder will be passed and served by ALLO’s network and systems.

- (7) A detailed description of the physical facilities proposed, including channel capacity, technical design, performance characteristics, headend and access facilities.

Internet Protocol Television (“IPTV”) is a digital TV service that delivers video over the internet. ALLO will employ IPTV to deliver cable service to customers in the City. IPTV operates similarly to traditional cable TV, but uses ethernet cables instead of coaxial cables. The video

streams are transmitted using IP as opposed to RF (Radio Frequencies), like traditional cable. Similar to data and voice services, IPTV service is delivered to end-user locations using ALLO's 100% fiber-to-the-premises (FTTP) network.

IPTV Service Facility Details:

- No additional facilities specific to IPTV will be needed in Boulder. The ALLO Fiber IPTV Video Headend that serves Boulder and the rest of ALLO's Colorado customers is physically located in North Platte, Nebraska.

Channel Capacity:

- Currently, residential fiber customers' bandwidth speeds are up to 2.3 Gbps and business fiber customers up to 10 Gbps. A typical HD channel on the ALLO IPTV system requires 6.5 Mbps of multicast traffic. Looking at maximum raw capacity, a residential customer could concurrently view up to 350 channels and a business customer could view up to 1,500 channels.
- For additional channels that may be needed that ALLO does not already offer, the Video Headend location capacity can be increased to meet customer needs or additional requirements. This includes but is not limited to servers, encoders, and receivers.
- Depending on the product and customer type, limitations exist for features like whole home DVR that limit concurrently watched channels per account to 6 HD and 6 HD max. Other limitations include residential gateways (router), in home wiring, and wireless services that can influence total channel viewership.

In summary, ALLO is confident that its future-proof fiber facilities, current IPTV solution, and long-term approach to serving the needs of ALLO's customers will provide an exceptional service to households and businesses in the City for the foreseeable future.

- (8) Where applicable, a description of the construction of the proposed cable system, including an estimate of plant mileage and its location; the proposed construction schedule; a description, where appropriate, of how services will be converted from existing facilities to new facilities; and information on the availability of space in conduits including, where appropriate, an estimate of the cost of any necessary rearrangement of existing facilities.

In addition to approximately fifty (50) miles of fiber and conduit ALLO will lease from the City, ALLO's proposed network design contains 1,348,751 feet (about 255 miles) of directional boring for distribution fiber routes and an additional 169,025 feet (about 32 miles) of feeder routes to connect distribution networks to ALLO's two central fiber hub facilities. ALLO may also selectively, but minimally, deploy aerial fiber by attaching it to existing utility poles. All deployment will be subject to the City's permitting authority. The mainline portion of the network will be located almost entirely within public rights-of-way, utility easements, and similar public ways. Drops connecting end users will be deployed on private property with the consent of the customer/property owner. Any private property rights needed to deploy the network will be ALLO's responsibility to secure.

Proposed construction schedule: Begin construction in Q2 2025.

Anticipated 80% project completion no later than EOY 2027.

Anticipated 97%+ project completion no later than EOY 2029.

Conversion of existing facilities to new facilities: N/A. ALLO is a new entrant to the Boulder market and does not have existing facilities.

Conduit: Through a separate lease agreement with the City of Boulder, ALLO will deploy fiber through approximately 50 miles of City-owned conduit. The remainder of ALLO's underground construction activity will involve installing conduit via directional boring, followed by pulling fiber through said conduit.

Cost of any necessary rearrangement of existing facilities: N/A. ALLO is a new entrant to the Boulder market and does not have existing facilities.

- (9) If and to the extent that rates are subject to the jurisdiction of the city under applicable law, the proposed rate structure, including projected charges for each service tier, installation, converters and all other proposed equipment or services.

Rates are not subject to the jurisdiction of the City under applicable law as of the date in this application.

Rate structure will be the same as currently offered in Greeley, Colorado

<https://customer.allofiber.com/get-allo/step2>

Basic TV (123 channels): \$119/month plus taxes (\$89 if purchased with an Internet product)

Local TV (49 channels): \$51/month plus taxes (\$31 if purchased with an Internet product)

Various premium channels and other service offerings are also available by customer preference.

ALLO does not require installation fees or conversion fees for ordinary installations.

Set top boxes are \$5/month per connected TV.

- (10) A demonstration of how the applicant will reasonably meet the future cable-related needs and interests of the community, including descriptions of the channels, facilities and support for public, educational and governmental use of the cable system (including institutional networks) that the applicant proposes to provide and why the applicant believes that the proposal is adequate to meet the future cable-related needs and interests of the community, taking into account the costs thereof and the potential for amortization of such costs.

ALLO's 100% fiber network provides a scalable and future-proof platform to continue meeting the cable-related needs and interests of the community as demand for cable TV services evolves over time. This includes a public, educational, and governmental (PEG) channel for use by the city.

As more subscribers shift to video streaming services, network bandwidth, low latency, and reliability become ever more paramount to the customer viewing experience. ALLO's all-fiber network is especially suited for this evolution. ALLO's XGS-PON architecture supplies 10 Gbps

bandwidth to all residential subscribers, representing multiples of the 2.3 Gbps highest tier currently offered. Future bandwidth needs will be secured with this architecture.

- (11) Pro forma financial projections for the proposed franchise term, including a statement of projected income, and a schedule of planned capital additions, with all significant assumptions explained in notes or supporting schedules.

See attached Exhibit B.

Key assumptions used in development of the pro forma include:

- ~\$125M investment in the community
- Scope of Build is the entire Boulder market
- 36 Mo. Duration of construction
- Offering 2.3Gbps, 1Gbps, 500Mbps Internet services, as well as cable and voice services

- (12) If the applicant proposes to provide cable service to a television shadow area, an agreement to comply with paragraph 11-6-5(f)(6), B.R.C. 1981; * Any franchise serving any portion of the city must accept equivalent obligations for franchise fees and PEG use, capacity, facilities and financial support, on a gross revenue or per subscriber basis, as the case may be.

ALLO will provide the same channels and content throughout the city of Boulder regardless of broadcast shadow areas. ALLO will accept equivalent obligations as the incumbent franchisee for the items described in this section.

- (13) Any other information as may be reasonably necessary to demonstrate compliance with the requirements of this chapter.

ALLO utilizes a mix of financing sources. Recently, ALLO has issued asset-backed securities (ABS bonds) secured by revenue generated by certain ALLO fiber networks. The ALLO bonds have received public ratings from Fitch Ratings. The majority of ALLO's (issued by ALLO Issuer, LLC) 2024-1 issuance were rated as class A-2 'Asf'; Outlook Stable.

ALLO is committed to adhering to environmental best practices and to avoiding environmental harm. This includes a commitment to remediation and restoration in ALLO's work areas during the network construction phase. ALLO looks forward to engaging with the community during and after the construction phase to ensure it understands and abides by local environmental needs and interests.

Additionally, fiber deployment is, by its nature, environmentally friendly. Passive fiber optic networks such as ALLO's require twelve (12) times less energy to operate than coaxial cables and ten and a half (10.5) times less energy than copper cable. The passive nature of the network avoids the use of battery technologies and active electronics throughout most of the fiber infrastructure.

- (14) An affidavit or declaration of the applicant or authorized officer thereof certifying the truth and accuracy of the information in the application, acknowledging the enforceability of application commitments, and certifying that the application meets all requirements of applicable law.

Such declaration has been provided in the signed letter preceding this application.

EXHIBIT B

10 YR Pro Forma - Boulder, CO

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Revenue	\$ 20,846	\$ 2,915,467	\$ 10,833,126	\$ 21,189,722	\$ 29,174,217	\$ 35,419,899	\$ 41,311,909	\$ 45,617,069	\$ 47,995,387	\$ 49,397,679	\$ 50,748,151
COGS	\$ 154,733	\$ 993,728	\$ 2,494,816	\$ 4,330,662	\$ 5,478,053	\$ 6,171,172	\$ 7,010,570	\$ 7,648,422	\$ 7,967,185	\$ 8,130,785	\$ 8,291,765
Gross Margin	\$ (133,887)	\$ 1,985,739	\$ 8,338,310	\$ 16,859,059	\$ 23,696,163	\$ 29,242,727	\$ 34,301,339	\$ 37,968,647	\$ 40,028,212	\$ 41,266,893	\$ 42,456,386
Op Ex	\$ 586,459	\$ 3,464,586	\$ 6,876,114	\$ 9,603,417	\$ 10,241,176	\$ 10,893,539	\$ 11,115,388	\$ 10,959,306	\$ 10,406,030	\$ 10,315,906	\$ 10,325,698
EBITDA	\$ (720,345)	\$ (1,478,827)	\$ 1,462,195	\$ 7,255,642	\$ 13,454,987	\$ 18,549,188	\$ 23,185,951	\$ 27,009,341	\$ 29,622,182	\$ 30,952,987	\$ 32,130,688
CapEx	\$ 27,522,407	\$ 34,956,104	\$ 35,361,357	\$ 18,323,383	\$ 5,495,829	\$ 5,351,141	\$ 4,363,424	\$ 2,668,857	\$ 1,601,378	\$ 1,800,606	\$ 2,507,595
Undereared Free CashFlow	\$ (28,242,753)	\$ (36,034,931)	\$ (33,899,162)	\$ (11,067,741)	\$ 7,959,158	\$ 13,108,047	\$ 18,822,528	\$ 24,340,484	\$ 28,020,804	\$ 29,152,381	\$ 29,622,094



ASSESSMENT

1 June 2023



Analyst Contacts

Vivian Lee
Associate Lead Analyst-SF
vivian.lee@moodys.com

Susie Ko
Associate Analyst
susie.ko@moodys.com

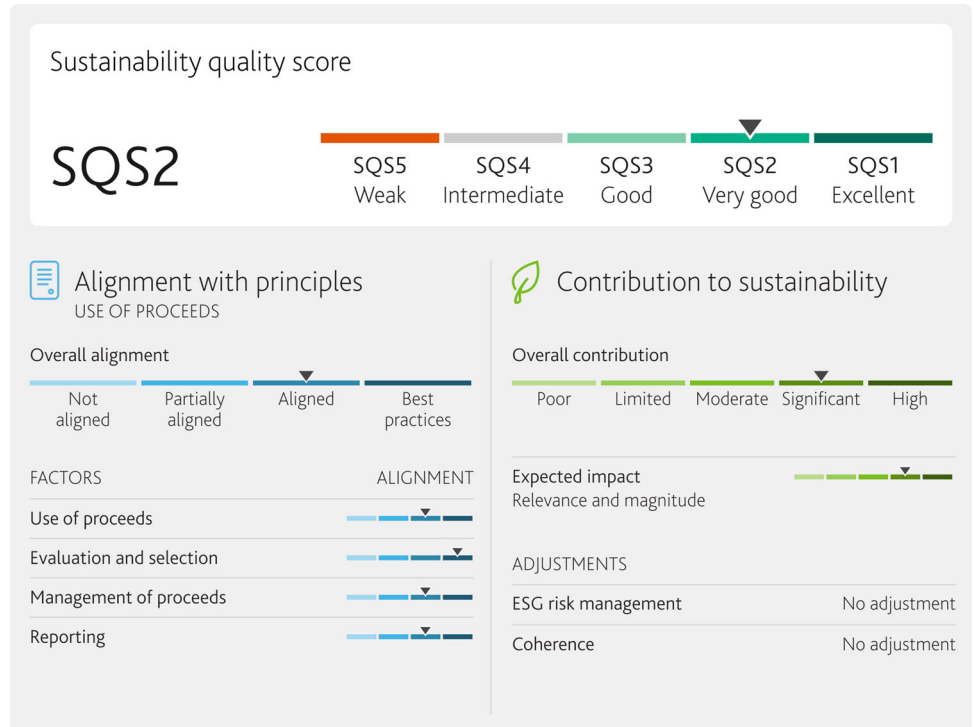
Matthew Kuchtyak
VP-Sustainable Finance
matthew.kuchtyak@moodys.com

ALLO Communications LLC

Second Party Opinion – Sustainability Financing Framework Assigned SQS2 Sustainability Quality Score

Summary

We have assigned an SQS2 sustainability quality score (very good) to ALLO Communications LLC's sustainability financing framework dated May 2023. The issuer has established its use-of-proceeds framework with the aim of financing projects across two eligible green categories and one eligible social category. The framework is aligned with the four core components of the International Capital Market Association's (ICMA) Green Bond Principles (GBP) 2021 (with June 2022 Appendix 1) and Social Bond Principles (SBP) 2021 (with June 2022 Appendix 1), and the Green Loan Principles (GLP) 2023 and Social Loan Principles (SLP) 2023 of the Loan Market Association, Asia Pacific Loan Market Association and Loan Syndications & Trading Association (LMA/APLMA/LSTA). The framework demonstrates a significant contribution to sustainability.



Scope

We have provided a Second Party Opinion (SPO) on the sustainability credentials of ALLO Communications LLC's (ALLO) sustainability financing framework, including its alignment with the ICMA's Green Bond Principles 2021 (with June 2022 Appendix 1) and Social Bond Principles 2021 (with June 2022 Appendix 1), as well as the Green Loan Principles (GLP) 2023 and Social Loan Principles (SLP) 2023 of the LMA/APLMA/LSTA. Under the framework, ALLO and its subsidiary plan to issue use-of-proceeds green, social or sustainability bonds, loans and other financial instruments with the aim of financing projects comprising two green categories and one social category, as outlined in Appendix 2 of this report.

Our assessment is based on the last updated version of the framework received on 5 May 2023, and our opinion reflects our point-in-time assessment of the details contained in this version of the framework, as well as other public and non-public information provided by the company.

We produced this SPO based on our [Framework to Provide Second Party Opinions on Sustainable Debt](#), published in October 2022.

Issuer profile

Headquartered in Imperial, Nebraska, ALLO is a telecommunications company offering internet, telephone and television services through a high speed fiber-to-the-premise (FTTP) broadband network. The company provides symmetrical high speed broadband services to over a million residential and commercial customers across 36 cities in Nebraska, as well as customers in the states of Colorado and Arizona. The issuing entity of securitized bonds under the framework is ALLO Funding LLC, which is a wholly owned bankruptcy remote subsidiary of ALLO.

The environmental challenges of the telecommunications sector are primarily driven by the moderate exposure to physical climate risks as well as the emissions from energy intensive networks and equipment. Although the urban-rural digital divide has narrowed over the past decade, a significant gap remains and is a key social issue for the sector. ALLO aims to address these issues by deploying a high speed fiber optic network to provide broadband services to its service area and to underserved and unconnected areas with limited or low quality broadband access. The company's strategy is focused on transforming legacy copper networks that are inherently more energy intensive to energy-efficient fiber networks to reduce its carbon footprint.

Strengths

- » Financing of a best-in-class energy-efficient fiber optic transmission network with the potential to reduce emissions beyond the company's own carbon footprint
- » Fiber broadband services targeting a highly vulnerable population to bridge the digital divide
- » Clearly defined eligible project categories, target population and sustainability objectives and benefits
- » Structured, detailed and transparent process for project evaluation and selection, including relevant internal expertise

Challenges

- » Despite the comparatively high energy efficiency of FTTP networks, the expected increase in data traffic could lead to increased absolute GHG emissions
- » The rollout in rural areas is likely to generate higher locked-in emissions per house connected than in urban areas, because of the more extensive use of materials and construction required
- » Reporting on allocation of proceeds will be provided until full allocation of proceeds, shorter than market best practice of until bond/loan maturity
- » Proceeds allocation period will be 36 months, longer than market best practice of 24 months or less

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moody.com> for the most updated credit rating action information and rating history.

Alignment with principles

ALLO's sustainability financing framework is aligned with the four core components of the ICMA's GBP 2021 (with June 2022 Appendix 1) and SBP 2021 (with June 2022 Appendix 1), as well as the GLP 2023 and SLP 2023 of the LMA/APLMA/LSTA:

- Green Bond Principles (GBP)
- Social Bond Principles (SBP)
- Green Loan Principles (GLP)
- Social Loan Principles (SLP)
- Sustainability-Linked Bond Principles (SLBP)
- Sustainability Linked Loan Principles (SLLP)

Use of proceeds



Clarity of the eligible categories – BEST PRACTICES

The company has clearly communicated the nature of expenditures, the eligibility criteria and the location of eligible projects which will be deployed in Nebraska, Colorado and Arizona. The target population for the social category has been clearly defined as the following: (i) populations with limited or low-quality access to broadband networks in rural or remote areas defined as a small town over forty minutes from an urban area or a truly rural area over forty minutes from an urban area, and (ii) populations from disadvantaged socioeconomic backgrounds defined as low income communities and individuals with incomes of less than 80% of the area median income, and individuals that are eligible for government assistance programs.

The framework includes descriptions of the eligible projects to be financed, and, additionally, the company has specified that the supporting infrastructure for the fiber network will seek to comply with the US Environmental Protection Agency's ENERGY STAR guidelines for energy management, thus constituting a reference to an internationally recognized technical threshold.

The framework governs the company's future issuances of green, social, and sustainability senior notes, subordinated notes, securitized financing, convertible notes, and green, social, and sustainability loans. In the case of securitization, the proceeds will be allocated by the fiber cable securitization program to finance or refinance the acquisition and deployment of eligible fiber that meet the criteria of eligible categories. The company has shared that collateralized assets will consist of fiber optic cables and equipment to support the network, and that details on the specific collateralized assets will be disclosed in the relevant securitized financing documentation. The company commits to not double count the sustainable benefits of the collateralized assets associated with any securitized financing.

Clarity of the environmental or social objectives – BEST PRACTICES

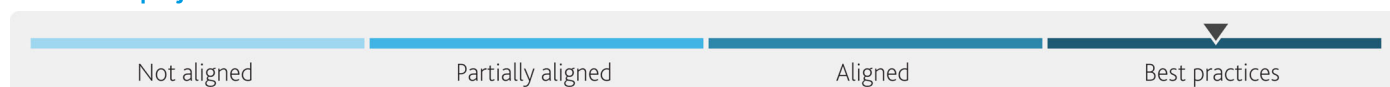
The company has clearly outlined the environmental and social objectives associated with its three eligible categories. These objectives include climate change mitigation through energy efficiency and renewable energy projects in the green categories and bridging the digital divide by providing access to broadband services in the social category. All eligible categories are relevant to the respective environmental and social objectives to which the company aims to contribute. The company has framed its objectives through six UN Sustainable Development Goals (SDGs) – Goal 7 – Affordable and Clean Energy, Goal 8 – Decent Work and Economic Growth, Goal 9 – Industry, Innovation and Infrastructure, Goal 10 – Reduced Inequalities, Goal 12 – Responsible Consumption and Production, and Goal 13 – Climate Action.

Clarity of expected benefits – ALIGNED

The company has identified clear expected environmental and social benefits for its three eligible categories. The benefits are measurable and quantifiable for nearly all project categories, and the company commits to report on these benefits in its annual allocation report. The company has committed to a refinancing lookback period of no longer than 24 months from the time of issuance. This will be communicated in each subsequent sustainability financing instrument documentation, and the company commits to disclose the estimated share of refinancing in its annual allocation report.

Best practices identified

- » Eligibility criteria are clearly defined for all project categories
- » Objectives set are defined, relevant and coherent for all project categories
- » Relevant benefits are identified for all project categories
- » Benefits are measurable and quantified for most projects, either ex-ante with clear baselines or with a commitment to do so in future reporting
- » Commitment to transparently communicate the associated lookback period(s) where feasible

Process for project evaluation and selection**Transparency and quality of process for defining eligible projects – BEST PRACTICES**

ALLO's decision-making process for the selection and evaluation of projects is clear, structured and disclosed in its framework. The company has established a sustainable finance steering committee that is responsible for project identification, evaluation, selection and ensuring that the projects are aligned with the eligibility criteria of its sustainability financing framework. The committee consists of individuals with relevant expertise, including members from its leadership, compliance, ethical engagement and finance teams. The committee will meet on an annual basis at a minimum and is responsible for the continued monitoring of the eligibility of the selected projects through the life of the sustainability financing instruments. The company has indicated that the committee will maintain an internal tracker to document details of decision-making to ensure traceability. In the event of a project divestment, the company commits to reallocate proceeds to other eligible green or social projects.

Environmental and social risk mitigation process – BEST PRACTICES

ALLO's environmental and social risk mitigation process is robust. The company has an internal environment, health, safety and sustainability (EHSS) management system to monitor, mitigate and prevent environmental and social risks across its operations. The committee will ensure the alignment of selected projects with internal environmental and social risk policies. Additionally, the company engages with local, state and federal authorities to plan and mitigate environmental externalities associated with the proposed projects through the approval, permitting, construction and operation phases of projects. Additionally, ALLO's social risk management policy is embedded within its procurement strategy and supply chain network.

Best practices identified

- » The roles and responsibilities for project evaluation and selection are clearly defined and include relevant expertise
- » There is evidence of continuity in the selection and evaluation process through the life of the financial instrument(s), including compliance verification and procedures to undertake mitigating actions when needed
- » The process for project evaluation and selection is traceable
- » Material environmental and social risks for most project categories are identified
- » Presence of corrective measures to address environmental and social risks across projects
- » ESG controversies are monitored

Management of proceeds



Allocation and tracking of proceeds – ALIGNED

The company has defined a clear process for the management and allocation of proceeds in its framework. The company has established a green and social financing register that will be tracked separately for the purpose of recording all eligible green and social projects that are intended to be allocated to future sustainability financings. Periodic tracking of the allocation of funds to eligible projects will be performed and adjustments will be made annually. The company will fully allocate net proceeds within 36 months.

Management of unallocated proceeds – BEST PRACTICES

As formalized in its framework, unallocated proceeds will be invested in cash or cash equivalents, or other short-term investments, including marketable securities or the repayment of debt, in line with the company's internal liquidity management practices. The company commits to not invest temporary placements in any activities deemed by the company's management as high-emitting or controversial activities. In the event that a project is postponed, canceled, or otherwise becomes ineligible, the company has formalized in its framework that it will reallocate the funds to other eligible green and social projects.

Best practices identified

- » Broad disclosure of a clearly articulated and comprehensive management of proceeds policy to external stakeholders; bondholders or lenders at a minimum
- » Disclosure on temporary placement and presence of exclusion criteria toward environmentally or socially harmful activities
- » Commitment to reallocate proceeds to projects that are compliant with the framework

Reporting



Transparency of reporting – ALIGNED

The company has committed to provide an allocation report within one year from the date of issuance of the sustainability financing instruments, and annually thereafter and in case of material developments until full allocation. The report will be publicly available on a designated website and will include exhaustive reporting indicators including general information and description of the allocated proceeds to eligible expenditures under the eligible category; the amount of net proceeds pending allocation; the percentage share of proceeds used for financing versus re-financing; material developments, issues and controversies related to the projects; information on types of temporary investments and the expected environmental and social benefits.

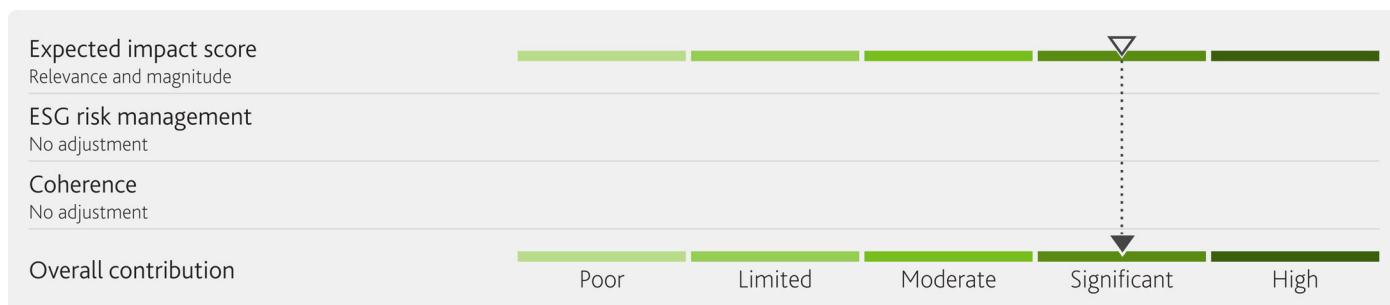
The company has identified clear and relevant environmental and social impact reporting indicators for each eligible category and has disclosed these indicators in its framework. The methodologies and assumptions used to report on environmental and social impacts will be disclosed in the report. The company has also committed to engage with an independent third party to verify the contents of the report, including information on both the allocation of proceeds and the environmental and social benefits.

Best practices identified

- » Reporting covers material developments and issues related to the projects or assets
- » Reporting on allocation of proceeds and benefits done at least at eligible category level
- » Exhaustive allocation reporting – balance or % of unallocated funds, types of temporary investments (e.g. cash or cash equivalent) and share of financing versus re-financing
- » Clear and relevant indicators to report on the expected environmental/social impact of all the projects, where feasible, or eligible categories
- » Disclosure of reporting methodology and calculation assumptions to bondholders or lenders at a minimum
- » Independent audit of the tracking and allocation of funds at least until full allocation and in case of material changes
- » Independent impact assessment on environmental benefits by a qualified third-party reviewer at least until full allocation and in case of material changes and/or case studies to report on the social impact/benefits

Contribution to sustainability

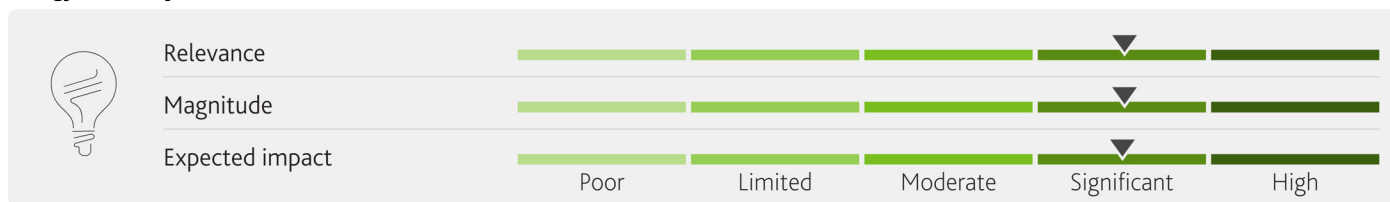
The framework demonstrates a significant overall contribution to sustainability.



Expected impact

The expected impact of the eligible projects on environmental and social objectives is significant. Based on information provided by ALLO in the framework, we expect proceeds from forthcoming issuances to represent a higher proportion for the energy efficiency category. We have therefore assigned a higher weight to that category in our assessment of the framework's overall contribution to sustainability. A detailed assessment by eligible category is provided below.

Energy efficiency

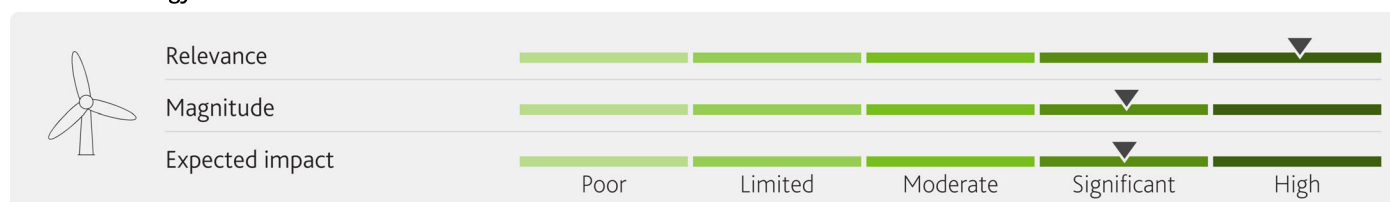


The projects have significant relevance to reduce the carbon footprint in the telecommunications sector. The information communication and technology sector is responsible for nearly 1% of energy related greenhouse gas emissions (GHG).¹ The sector's relatively modest share of GHG emissions is attributed in part to energy efficiency improvements to network equipment and the broad adoption of fiber cables in the last decade. Fiber cable deployment combined with a gigabit passive optical access network is one of the most energy-efficient technologies because of its inherent passive network structure that uses less power and fewer active hardwares for data transmission compared to legacy copper and coaxial cable networks. However, fiber coverage remains below that of cable

services. According to the Fiber Broadband Association², fiber only accounts for 20% of the market share in the US compared to over 50% for cable. With the expected rise in demand for digital services in the foreseeable future, investments in energy-efficient fiber networks are crucial to prevent even higher emissions stemming from less energy-efficient networks.

The magnitude of the FTTP projects and related network equipment is significant as it will likely generate a positive long-term impact toward climate change mitigation and reduce negative externalities. The carbon reduction potential is significant because of the capabilities of fiber cables to transmit data signals over a longer distance with less hardware support, which in turn reduces the overall energy usage and emissions compared to the energy use in legacy networks. According to information provided by the company, fiber technology is estimated to have carbon savings of 18% compared to digital subscriber lines and 39% compared to cable networks. Fiber cables coupled with the company's commitment to use ENERGY STAR certified supporting equipment will likely drive greater energy savings for broadband services. However, the absolute emissions generated from rising data consumption in an increasingly digitized environment can potentially offset some of the efficiency gains of a fiber broadband network. Moreover, the deployment of the project will likely generate front-loaded emissions because of substantial construction and infrastructure need to expand connectivity to rural areas. Still, the long useful life of fiber cables (40 years), the use of a more resource-efficient material compared to copper wires, as well as the scalability of the technology position fiber favorably in terms of durability. We expect that fiber networks will likely reduce emissions within the sector, help serve as a backbone for 5G technology and drive sustainable benefits in other industries through faster and more efficient connectivity, expanding the reach of the project's benefits beyond its own carbon footprint.

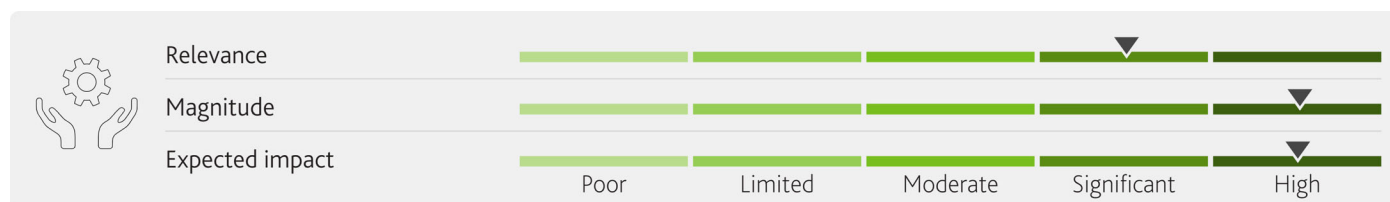
Renewable energy



Projects in this category are highly relevant to mitigate climate change in the telecommunications sector and within the local context. Despite energy efficiency improvements to networks and equipment over the last decade, emissions from purchased electricity (scope 2 emissions) [remain the largest share at over 90% of total sector emissions](#). In the State of Nebraska, which is the company's primary service area, [about half of generated electricity is sourced from coal](#). Given the state's fossil fuel heavy energy mix, and the still substantial share of the sector's scope 2 emissions, investments in renewable energy projects are important to decarbonize the sector and the local grid.

The magnitude of projects is significant. Projects in this category as established in the framework reflect investments in facilities that generate or transmit renewable energy and the procurement of renewable contracts through physical and virtual power purchase agreements. The significant magnitude score reflects our view of the likely impact of all eligible projects within the category, with stronger emission mitigation potential of renewable energy generated from on-site facilities and of those procured through physical power purchase agreements. On-site facilities and physical power purchase agreements are stronger mitigation strategies because the procured energy can be directly attributed to the company's assets. Renewable energy acquired through virtual agreements are weaker in comparison because of the indirect procurement of renewables in the marketplace to abate emissions from company-owned facilities. Although the category captures a wide variety of renewable energy projects, the company does not currently expect any near-term allocations to generation projects and plans to primarily secure renewable energy through physical and virtual power purchase agreements.

Access to essential services



The investments in fiber deployment have significant relevance to address the digital divide, a key issue in the telecommunications sector. The company aims to provide high quality internet access to unconnected and underserved areas to bridge the urban-rural digital divide. Broadband adoption and access in the US are generally good. The 2021 five-year American Community Survey (ACS) data estimates that 87% of US households have broadband (fixed, mobile, satellite) subscriptions, and of that, roughly 72% had a subscription to fixed broadband (cable, fiber optic, DSL) services.³ The US broadband adoption rate compares favorably to EU countries such as France, Italy, Denmark and Germany.⁴ However, broadband access is disparate across US urban-rural areas. According to the Federal Communications Commission, approximately 17% and 21% of the population in rural and tribal lands respectively, lack coverage from fixed terrestrial 25/3 Mbps broadband, as compared to only 1% in urban areas.⁵ High speed internet coverage is even more limited in low-income and marginalized communities, as it is less economically feasible for providers to service these markets.

The magnitude of the projects is high and will likely generate a positive long-term impact for a highly vulnerable target population to bridge the digital divide. ALLO aims to expand affordable fiber broadband access through the federal [Affordable Connectivity Program](#) (ACP), which includes a broad eligibility criterion including low-income households, veterans and participants in federal housing and other government assistance programs. ACP-eligible households can receive discounts on their monthly internet service rate with higher discounts provided to households on qualifying tribal lands. Extension of broadband connectivity to students will also be administered through ALLO's external partnership with Eduroam which aims to bridge the educational divide and facilitate the digital learning of unconnected students.

ESG risk management

We have not applied a negative adjustment for ESG risk management to the expected impact score. Eligible projects are aligned with ALLO's internal guidelines, policies and risk management procedures, as well as the applicable social and environmental standards and regulations. Social risks are addressed through ALLO's EHSS management system as well as an environmental, health and safety policy, which covers provisions for a safe workplace. In addition, ALLO works with federal, state and local governments, as well as other stakeholders, including railroads, power companies and engineers to mitigate environmental risks. Potential externalities are identified and assessed through the approval, permitting, construction and operation phase of projects. Furthermore, ALLO has internal procedures and policies to manage e-waste, and performs security audits to safeguard customer data security and privacy.

Coherence

We have not applied a negative adjustment for coherence to the expected impact score. Projects to be financed under the framework align with ALLO's sustainability strategy, including expanding fiber broadband connectivity to its service areas and across underserved and unconnected communities to bridge the digital divide. The projects are closely aligned with the company's core business activities, which include the provision of symmetrical high speed fiber broadband services.

Appendix 1 — Mapping eligible categories to the United Nations' Sustainable Development Goals

The three eligible categories included in ALLO's framework are likely to contribute to five of the UN SDGs, namely:

UN SDG 17 Goals	Eligible Category	SDG Targets
GOAL 7: Affordable and Clean Energy	<i>Renewable energy</i>	7.2: Increase substantially the share of renewable energy in the global energy mix
	<i>Energy efficiency</i>	7.3: Double the global rate of improvement in energy efficiency
GOAL 8: Decent Work and Economic Growth	<i>Access to essential services</i>	8.2: Achieve higher levels of economic productivity through diversification, technological upgrading and innovation
GOAL 9: Industry, Innovation and Infrastructure	<i>Energy efficiency</i>	9.4: Upgrade infrastructure and retrofit industries to make them sustainable, with all countries taking action
	<i>Access to essential services</i>	9.C: Increase access to information and communications technology and provide universal and affordable access to the Internet
GOAL 10: Reduced Inequality	<i>Access to essential services</i>	10.2: Empower and promote the social, economic and political inclusion of all
GOAL 12: Responsible Consumption and Production	<i>Energy efficiency</i>	12.2: Achieve the sustainable management and efficient use of natural resources
GOAL 13: Climate Action	<i>Renewable energy</i>	13.1: Strengthen resilience and adaptive capacity to climate-related hazards and natural disasters in all countries

The UN SDGs mapping in this SPO includes the eligible project categories and associated sustainability objectives/benefits documented in the company's financing framework, as well as resources and guidelines from public institutions, such as the ICMA SDG Mapping Guidance and the UN SDG targets and indicators.

Appendix 2 - Summary of eligible categories in ALLO's sustainability financing framework

Eligible Categories	Description	Sustainability Objectives	Impact Reporting Metrics
Energy Efficiency	<p>Investments in or expenditures, including capital expenditures (CAPEX) and research and development (R&D) expenditures, that seek to achieve a minimum of 30% energy savings compared to coaxial or copper cables and comply with the U.S. Environmental Protection Agency's ENERGY STAR Guidelines for Energy Management related to;</p> <p>Network deployment transformation (both mobile and fixed) with a view to base connectivity on the latest technologies, making networks more energy-efficient, including but not limited to:</p> <ul style="list-style-type: none"> - Modernization of broadband networks, both fixed and mobile (5G deployment) - Optic fiber deployment, with the aim of transforming wireline legacy copper networks into latest generation fiber networks - Improvement of supporting infrastructure with a view to making it more efficient (including but not limited to: free cooling systems, cooling optimization, power modernization, smart management, intelligent lighting or optimization of power storage) 	Climate change mitigation	<ul style="list-style-type: none"> - Energy consumption per data traffic (MWh/equivalent unit) - Expected energy savings (MWh) - Estimated GHG emissions reduced (metric tons of CO2e)
Renewable Energy	<p>Investments in or expenditures including CAPEX and R&D related to:</p> <ul style="list-style-type: none"> - The development, construction, or operation of facilities, equipment or systems that generate or transmit renewable energy - The purchase of renewable energy pursuant to long-term power purchase agreements or virtual power purchase agreements entered into for electricity generated by wind and solar sources 	Climate change mitigation	<ul style="list-style-type: none"> - Renewable energy capacity commitments (MW) related to newly constructed or rehabilitated projects - % share of electricity consumption from renewable sources - GHG emissions reduced/avoided in metric tons of CO2e
Access to Essential Services	<p>Investments in or expenditures including CAPEX and R&D related to;</p> <p>Network deployment transformation (both mobile and fixed) with a view to base connectivity services in unconnected or underserved areas (rural or remote areas), in order to provide internet access with sufficient bandwidth for digital services networks that are more energy-efficient, including but not limited to:</p> <ul style="list-style-type: none"> - Provision of services to participants in the Affordable Connectivity Program (ACP) - Provision of service through Eduroam program solving the digital divide <p>Target Populations:</p> <ul style="list-style-type: none"> - Populations with limited or low-quality access to broadband networks in rural or remote areas defined as a small town over 40 minutes from an urban area, or a truly rural area over 40 minutes from an urban area - Populations from disadvantaged socioeconomic backgrounds defined as low income communities and individuals, making up to 80% of the area median income and individuals eligible for government assistance programs 	Access to broadband services	<ul style="list-style-type: none"> - % share of customers receiving broadband access for the first time as a consequence of ALLO's services - % share of customers serviced through participation in the ACP program

Moody's related publications

Second Party Opinion analytical framework:

» [Framework to Provide Second Party Opinions on Sustainable Debt](#), October 2022

Topic page:

» [ESG Credit and Sustainable Finance](#)

Endnotes

¹ International Energy Agency, [Data Centres and Data Transmission Networks](#), September 2022.

² Pew Trust, [How Do Americans Connect to the Internet](#), July 2022

³ American Community Survey (ACS) [2021 5-year Estimate](#)

⁴ Information Technology & Innovation Foundation, [The State of US Broadband in 2022](#), December 2022

⁵ Federal Communications Commission, [Fourteenth Broadband Deployment Report](#), January 2021

Moody's assigns SPOs in alignment with the main tenets of the ICMA Guidelines for Green, Social, Sustainability and Sustainability-Linked Bonds External Reviews and the LSTA/LMA/APLMA Guidance for Green, Social and Sustainability-Linked Loans External Reviews, as applicable; Moody's practices may however diverge in some respects from the practices recommended in those documents. Moody's approach to assigning SPOs is described in its Assessment Framework, and is subject to the ethical and professional principles set forth in the Moody's Investors Service Code of Professional Conduct.

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REPORT NUMBER 1365834



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Consideration of a motion to approve the 2025 Boards and Commissions appointments

PRIMARY STAFF CONTACT

Elesha Johnson, City Clerk

REQUESTED ACTION OR MOTION LANGUAGE

Motion to approve the 2025 Boards and Commissions appointments

ATTACHMENTS:

Description

- ▣ **Item 5B - Boards and Commissions Appointments**



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: March 20th, 2025

AGENDA TITLE

Council Nominations and Appointments of Candidates for the 2025 Boards and Commissions Annual Recruitment

PRESENTERS

Nuria Rivera-Vandermyde, City Manager
Pam Davis, Assistant City Manager
Elesha Johnson, City Clerk
John Morse, Elections Administrator

EXECUTIVE SUMMARY

As part of the 2025 annual recruitment process, council will hold a public hearing, nominate and appoint applicants to boards and commissions at the March 20, 2025, Regular Meeting.

This year's cycle resulted in a higher-than-average number of candidates across all open seats. We received 100 applications in 2024 and 59 in 2023. For this recruitment period, there were 36 open seats and 122 applications submitted.

Recruitment for all boards and commissions opened on December 16th, 2024, and ran through midnight, January 31, 2025. The 2025 boards and commissions online application was redesigned to be a more uniform, user-friendly experience with less technocratic questions and more emphasis on reaching a wider public audience.

The city's Communications and Engagement Department collaborated with the City Clerk's Office to facilitate outreach to Boulder residents by posting multiple advertisements before, during, and towards the end of recruitment on Facebook, LinkedIn, Twitter, and Nextdoor.

On January 14, 2025, the City of Boulder conducted the first ever Boards and Commissions Open House. This event was well received by the public with estimates of

around 40 members of the public in attendance. The open house provided attendees with information on boards and commissions and provided the opportunity to speak to staff and members of boards/commissions regarding their experiences and to answer any questions.

In addition to the outreach on Social Media platforms and the open-house event, the following measures were taken to advertise and communicate open positions and promote recruitment:

- The city’s communications team published an online news article advertising recruitment.
- Advertisements were included in both the city’s e-newsletter and mailed newsletters.
- Temporary “ribbons” were placed on the top of the Boulder City Council website, City Clerk website, and Boards and Commissions website for the entirety of recruitment.
- Channel 8 maintained a running billboard advertising recruitment in between shows.
- Flyers were posted on the front doors of the North, East, and South Boulder Recreation Centers as well as the Penfield Tate II Municipal Building.
- Boards and Commission staff liaisons, secretaries, and board members conducted outreach based on their specific needs.
- Advertisements for recruitment appeared in the Daily Camera.

Boards and commissions interviews were conducted via Zoom from February 18th – February 28th:

- Interviews were conducted with one council member and one or more staff member(s) who directly support the board being applied to with a 15-minute duration.
- Council Members were provided with the interview schedules and asked to sign up for three (3) interview time slots.
- The City Clerk’s team acted as zoom facilitators and provided technical support, generated links, and managed appointments.
- Staff liaisons and secretaries provided board specific questions to be asked of the applicant and were provided to applicants in advance.
- Three questions were asked of the candidate with the opportunity for the candidate to ask questions of the interviewers. Two of the three questions were updated to be board specific in nature.
- Technical assistance for candidates was offered, including providing space for candidates to come to the city and use our technology to participate.

NOMINATIONS AND ELECTIONS MEETING PROCEDURE

Boards and Commissions appointments will follow a specific procedure. Below is a summary of the meeting process:

1. The City Clerk will present the number of seats that are vacant, the number of applications received, along with the number of eligible candidates.
2. The Mayor will then open the public hearing, close it when complete, and turn the discussion back to the City Clerk to provide Council with guidance on the nomination and

appointment process as follows:

- a. The City Clerk will proceed through nominations one board or commission at a time, in alphabetical order by board title.
- b. Council members will make nominations to fill vacancies one seat at a time. Once nominations for the seat have been made by council members, Council has time for discussion before taking final action.
- c. If only one person is nominated for a seat, that appointment will stand if there are no objections.
- d. If more than one person is nominated for the same seat, we will hold a vote of support for each individual nominated.
 - i. Candidates must receive a minimum of five votes to be declared the finalist for a vacant seat. If the first round of voting does not produce a clear winner, the candidate with the fewest votes will drop from the nominee list and the vote will be conducted again. This continues until a single nominee remains.
 - ii. The order of nominees will be called either alphabetically or reverse alphabetically by last name of the nominees depending upon a coin flip. From that point on, the city clerk will alternate the order for all further nominee votes during this meeting where more than one candidate has been nominated.
3. If a person is not selected for the first seat they were nominated for, they can be nominated for one of the other available seats on that board or commission, or for another board or commission seat they applied to.
4. This process is followed for each board or commission.
5. Once council has determined a single appointed candidate for each seat, **staff will request a “consideration of a motion to approve the 2024 Boards and Commissions appointments”**.

The table below lists all available seats for each board and commission and their accompanying terms.

<u>BOARD/ COMMISSION</u>	<u>AVAILABLE SEAT(S)</u>	<u>ACTION NEEDED</u>
Arts Commission	Seat #5	Appoint member to 5-yr term through 3/31/2030
	Seat #7	Appoint member to 5-yr term through 3/31/2030
Beverage Licensing Authority	Seat #1	Appoint member to 5-yr term through 3/31/2030
	Seat #4	Appoint member to unexpired 3-yr term through 3/31/2028
Boulder Junction Access District Parking Commission	Seat #1	Appoint member to unexpired 3-yr term through 3/31/2028, <i>must be property owner or rep</i>
	Seat #3	Appoint member to unexpired 1-yr term through 3/31/2026, <i>must be property owner or rep</i>
	Seat #5	Appoint member to 5-yr term through 3/31/2030
Boulder Junction Access District Travel Demand Management Commission	Seat #3	Appoint member to unexpired 3-yr term through 3/31/2028, <i>must be property owner or rep</i>

	Seat #4	Appoint member to 5-yr term through 3/31/2030
	Seat #5	Appoint member to <i>unexpired</i> 4-yr term through 3/31/2029
Board of Zoning Adjustment	Seat #5	Appoint member to 5-yr term through 3/31/2030
Design Advisory Board	Seat #5	Appoint member to a 5-yr term through 3/31/2030
Environmental Advisory Board	Seat #5	Appoint member 5-yr term through 3/31/2030
Housing Advisory Board	Seat #2	Appoint member to 5-yr term through 3/31/2030
	Seat #4	Appoint member to <i>unexpired</i> 2-yr term through 3/31/2027.
Housing Authority	Seat #6	Appoint member to 5-yr term through 3/31/2030
Human Relations Commission	Seat #1	Appoint member to <i>unexpired</i> 2-yr term through 3/31/2026.
Landmarks Board	Seat #5	Appoint member to 5-yr term through 3/31/2030, <i>must be arch/plan professional</i>
Open Space Board of Trustees	Seat #5	Appoint member to 5-yr term through 3/31/2030
Parks & Recreation Advisory Board	Seat #1	Appoint member to <i>unexpired</i> 1-yr term through 3/31/2026
	Seat #2	Appoint member to <i>unexpired</i> 2-yr term through 3/31/2027
	Seat #4	Appoint member to <i>unexpired</i> 3-yr term through 3/31/2028
	Seat #6	Appoint member to 5-yr term through 3/31/2030
	Seat #7	Appoint member to 5-yr term through 3/31/2030
Planning Board	Seat #7	Appoint member to 5-yr term through 3/31/2030
Transportation Advisory Board	Seat #4	Appoint member to <i>unexpired</i> 4-yr term through 3/31/2029
	Seat #5	Appoint member to 5-yr term through 3/31/2030
University Hill Commercial Area Management Commission	Seat #5	Appoint member to 5-yr term through 3/31/2030

Water Resources Advisory Board	Seat #3	Appoint member to <i>unexpired</i> 3-yr term through 3/31/2028
	Seat #5	Appoint member to 5-yr term through 3/31/2030

MATTERS TO CONSIDER IN MAKING APPOINTMENTS

For this recruitment period, there were **36 open seats, 122 applications submitted and 21 applications that were deemed ineligible or were withdrawn** prior to the interviews. **13 applicants chose not to conduct interviews.**

The below current boardmembers are seeking reappointment to the same seat.

<u>APPLICANT</u>	<u>BOARD</u>	<u>YRS ON BOARD</u>
Caroline Kert	Arts Commission	4
Brendan Ash	Design Advisory Board	4
Matthew Bissonette	Housing Authority	5
Harmon Zuckerman	Open Space Board of Trustees	2
Eric Raffini	Parks and Recreation Board	1
Mason Roberts	Planning Board	1

The following applicants submitted applications for multiple boards.

<u>APPLICANT</u>	<u>BOARDS</u>
Ginger Barnes	Beverage Licensing Authority Housing Advisory Board Parks and Recreation Advisory Board
Katharine Crane	Open Space Board of Trustees Parks and Recreation Advisory Board
Lansing Crane	Beverage Licensing Authority Transportation Advisory Board
Joe Foley	Board of Zoning Adjustment Planning Board
Barry French	Human Relations Commission Open Space Board of Trustees
Robert Kaplan	Open Space Board of Trustees Parks and Recreation Advisory Board

Tina Mueh
Environmental Advisory Board
Open Space Board of Trustees

David Olscamp
Open Space Board of Trustees
Planning Board

Rabia Qaseem
Housing Authority-Boulder Housing
Partners
Transportation Advisory Board

Hernan Villanueva
Housing Authority-Boulder Housing
Partners
Planning Board
Transportation Advisory Board

ATTACHMENTS

Attachment A – 2025 Applicant List by Board

Attachment B - [2025 Application Packet Link](#)

2025 Boards and Commissions Database

Applicant List

Arts Commission Applicants

Caroline Kert
Emily Burrows
Mila Sicorsky
Sara Sanderson
Gayathri Vinay
Patti Leber
Beth Isacke
Carol Brewer

8 Applications for Arts Commission

Beverage Licensing Authority Applicants

Ginger Barnes
Lansing Crane

2 Applications for Beverage Licensing Authority

Board of Zoning Adjustment Applicants

Finn Jackson
Sean Haney
Joe Foley

3 Applications for Board of Zoning Adjustment

Boulder Junction Access District-Parking Commission Applicants

Daniel Aizenman

1 Application for Boulder Junction Access District-Parking Commission

Boulder Junction Access District-Travel Demand Management Applicants

Kevin Crouse

1 Application for Boulder Junction Access District-Travel Demand Management

Design Advisory Board Applicants

Brendan Ash

1 Application for Design Advisory Board

Environmental Advisory Board Applicants

Hannah Oltman
Daniel Howard
James Voorhis
Tina Mueh
Dayton Martindale
Astral Bertolio
Austin Everett
Floyd McCluhan
Adam Winston
L. Adolfo Perez-Duran
Richard Gioscia

11 Applications for Environmental Advisory Board

Housing Advisory Board Applicants

Lauren Schevets
Jessica Ramer
Cynthia Torres
Ginger Barnes
Dylan Hauch

5 Applications for Housing Advisory Board

Housing Authority Applicants

Andrew Burwick
Hernán Villanueva
Rabia Qaseem
Matthew Bissonette
Peter Steur

5 Applications for Housing Advisory Board

Human Relations Commission Applicants

Barry French

1 Application for Human Relations Commission

Landmarks Board Applicants

Michael Ray

1 Application for Landmarks Board

Open Space Board of Trustees Applicants

Paul Alaback
Katharine Crane
Tina Mueh
Burl Amsbury
Robert Kaplan
David Olscamp
Harmon Zuckerman
Kirsten Ruiz
Barry French

9 Applications for Open Space Board of Trustees

Parks and Recreation Advisory Board Applicants

Michael Schreiner
Katharine Crane
Eric Raffini
Zachary Maiorca
Shelley Russell
Kyra Siegel
Robert Kaplan
Morgan Lommele
Benjamin Satloff
Caroline Gecker
Yvonne Castillo
Phillip Barber
Grant Bugner
Ginger Barnes
Roz Maiorino

9 Applications for Parks and Recreation Advisory Board

Planning Board Applicants

Carlos Villanueva
Ben Holland
David Olscamp
Caleb Schmitz
Joe Foley
Mason Roberts

6 Applications for Planning Board

Transportation Advisory Board Applicants

Aston Horton
Rabia Qaseem
Hernán Villanueva
Lillian Hoodes
Jay (JP) Stevens
Samantha White
Edwin Clark-Silva
Norman Anderson
Lansing Crane
Andrew Brandt
Michael Le Desma

11 Applications for Transportation Advisory Board

University Hill Commercial Area Management Commission Applicants

Dane Anderson

1 Application for University Hill Commercial Area Management Commission

Water Resources Advisory Board Applicants

Katherine Halama
Joel Smith

2 Applications for Water Resources Advisory Board



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Boulder Valley Comprehensive Plan update.

PRIMARY STAFF CONTACT

Sarah Horn

ATTACHMENTS:

Description

- ▣ **Information Item A: BVCP Info Packet**



**INFORMATION ITEM
MEMORANDUM**

To: Mayor and Members of Council

From: Nuria Rivera-Vandermyde, City Manager
Mark Woulf, Assistant City Manager
Brad Mueller, Planning & Development Services (P&DS) Director
Kristofer Johnson, P&DS Comprehensive Planning Senior Manager
Sarah Horn, Senior City Planner
Christopher Ranglos, P&DS Senior City Planner
Rebecca Hieb, P&DS Planning & Zoning Specialist
Vivian Castro-Wooldridge, Communications & Engagement, Community
Engagement Senior Project Manager

Date: March 20, 2025

**Subject: Information Item: Project Progress Update – Boulder Valley Comprehensive
Plan Major Update**

EXECUTIVE SUMMARY

The purpose of this informational packet is to provide an update on the progress of the Boulder Valley Comprehensive Plan (“Comprehensive Plan” or “the Plan”) major update project. Staff completed the first phase of work, Phase 1: Existing Conditions in January and the second phase, Phase 2: Vision & Focus Areas, is on track to be completed by the end of March.

Staff have been analyzing over 2,500+ community comments and reviewing direction from policy-making bodies in order to develop a proposed vision statement, updated community values, and a preliminary list of focus areas. While the Comprehensive Plan will cover a wide range of topic areas, focus areas help the team and community have more targeted conversations about potential policy and land use updates in the next phases of work.

This IP contains:

- A summary of community engagement activities and learnings from Phase 1 and Phase 2, and the February 5, 2025 4-Body Working Session,
- A proposed vision statement,
- Updated community values

- A preliminary list of focus areas.

On May 22, 2025, staff will present City Council and Planning Board with policy concepts and an analysis roadmap at a joint study session. The purpose of the meeting is to discuss and refine the list of policy ideas worth exploring further through the analysis phase of work. Planning Board and City Council will help staff establish guardrails for the policy and land use evaluations that will occur throughout the summer and fall. County staff are hosting a similar discussion with the County Planning Commission and Board of County Commissioners on May 21.

BACKGROUND

The Boulder Valley Comprehensive Plan is a long-range community plan jointly adopted by the City of Boulder and Boulder County. City and county staff are currently engaged in a major update to the Plan which began in the fall of 2024. This is the eighth major update of the Plan since it was adopted nearly 50 years ago. Major updates provide the community with an opportunity to adjust the Plan to reflect changing community values and needs, address current challenges and proactively plan for the future. The update is expected to take approximately two years with completion anticipated in 2026.

The Plan is used to guide a range of decisions made by the county and city including development review, subcommunity and area planning, and capital improvement program choices. In recent years, the City of Boulder has adopted the Sustainability, Equity, and Resiliency (SER) Framework which provides the strategic planning foundation for policies, programs, and projects. The current major update provides an opportunity to explore how best to align the Plan with the latest iteration of the SER Framework.

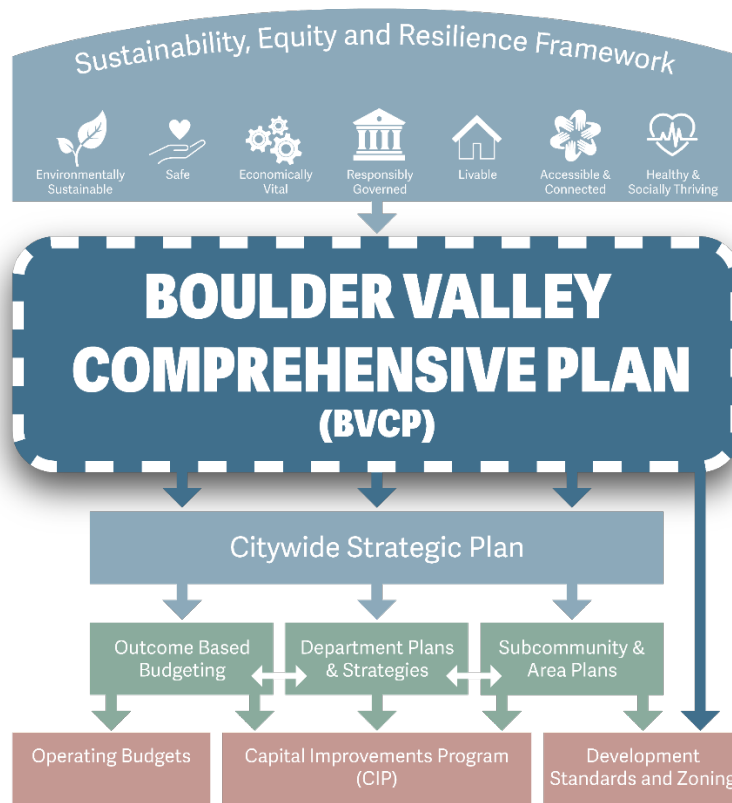


Figure 1. City of Boulder Planning Framework

The update process has been divided into four phases of work:

- A **BOULDER TODAY** – Phase 1: Existing Conditions Analysis
- A **BOULDER TOMORROW** – Phase 2: Vision & Focus Areas
- A **BOULDER DIRECTION** – Phase 3: Policy & Land Use Analysis
- A **BOULDER FUTURE** – Phase 4: Documentation & Adoption

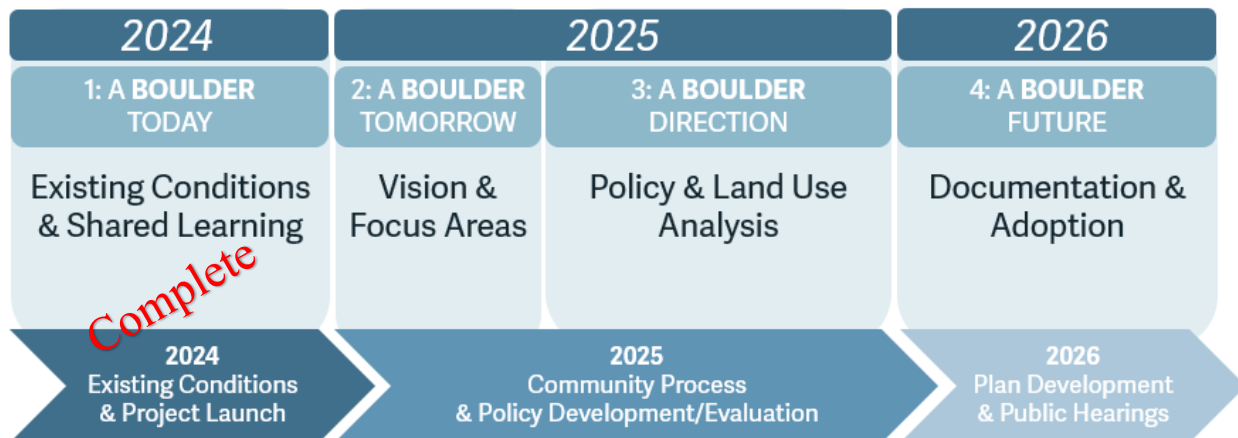


Figure 2. Comprehensive Plan Update Project Schedule

The project team completed Phase 1: Existing Conditions in January 2025. The purpose of the first phase of work was to build common understanding about the state of the Boulder Valley

today. The project team built a picture of how well conditions in the Boulder Valley currently align with the goals identified in the SER Framework. This information has been compiled for the community at [A Boulder Today](#). This foundational information provides a common understanding of the community as it currently exists and was the launching point for the second phase of work.

The project team will wrap up Phase 2: Vision & Focus Areas at the end of March, but the bulk of the engagement window was complete at the end of February. The purpose of this phase of work was to understand our community's needs, generate a 20-year community vision and narrow a list of topic areas that the community most wants to focus on during this update.

Engagement tactics in Phase 2 emphasized the following:

- Meeting people where they are
- Multiple smaller efforts, but in more geographic locations
- Working with community partners (including artists) to reach our historically excluded communities through culturally appropriate and meaningful ways.

PROJECT PROGRESS

There was some overlap in the types of feedback sought from the community during Phase 1 and Phase 2 as we are in early stages of the project and seeking to invite new people into the process. Overall, feedback received during Phase 1 helped to inform the identification of several potential focus areas for the community and the four reviewing bodies: the City of Boulder Planning Board, City Council, Boulder County Planning Commission and Board of County Commissioners, to consider. Phase 2 generally asked the community to consider the list of potential focus areas and begin prioritizing them. Comments received were also used to revisit the community vision for the Boulder Valley.

4-Body Working Session

On Feb. 5, 2025, city and county staff held a working session with members of the City of Boulder Planning Board, City Council, Boulder County Planning Commission and Board of County Commissioners. The purpose of the session was to:

- 1) Review 'A Boulder Today' which summarizes Phase 1 of the major update to the Plan (Existing Conditions Analysis)
- 2) Review community input to date
- 3) Discuss and gather preliminary guidance on focus areas for the next phase of work with the community

Staff presented key findings from existing conditions research after which members were able to ask clarifying questions. A workshop followed the presentation, where attendees worked in three small groups to answer the following two questions:

- 1) Which topics should the project team prioritize as focus areas for the major update?
- 2) Are there any topics that haven't been identified in the memo or staff presentation that should also be considered as focus areas?

Key Priorities Identified

Key priorities identified by the bodies for topics the project team should prioritize as focus areas for the major update included:

- Affordable Living
- Transportation & Mobility
- Economic Vibrancy
- Walkable Neighborhoods and Mix of Uses
- Housing Density & Diversity

Additional Considerations Identified

Additional considerations that were identified by the members included the following topic areas:

- Natural Disaster Resilience
- Social Stability and Community Building
- Environmental & Resource Management

See **Attachment A: 4-Body Policy Makers Working Session Summary** for a detailed summary of the meeting.

Engagement Activities

In the first two phases of work, more than 2,500+ community responses were collected. Engagement methods included an in-person launch event, two online feedback windows, three MOTUS Theater performances, seven pop-up activity stations throughout the city, several in-person pop-up events including at Bike-to-Work Day and NoBo First Fridays, a CU student workshop, office hours and two consultations with the city's Community Connectors-in-Residence. See **Attachment B: Phase 1 & 2 Engagement Summary** for a complete report.

The application process for the [Community Assembly](#) was launched on Feb. 21 with 10,000 invitations mailed to Boulder Valley community members. An online, informational webinar was held on Feb. 24. The Community Assembly is being formed from 48 randomly selected community members that will tackle one topic of interest for the Comprehensive Plan, 'how and where to implement 15-minute neighborhoods.' It is just one part of a much larger engagement strategy to make this the most inclusive Comprehensive Plan update to date.

Major themes that emerged from the community during the first two phases of engagement were:

- Livability, sustainability and safety as priorities.
- Opportunities for greater social connections through gathering spaces and activities is important.
- Interest in understanding more about Boulder's potential for growth.
- Boulder Valley as a place that acts as a beacon of equity, belonging, climate action and vibrancy.
- Natural disaster resilience and crossover between safety and climate are important.
- A desire for more meaningful change, but also frustration with barriers to action.
- Housing and small business support, including calls for more affordable housing and fewer barriers for small businesses and artists, especially for marginalized communities.
- A recognition of underutilized cultural diversity, ancestral knowledge, and youth leadership in community building and policymaking.

Staff used this feedback as well as the feedback from the 4-Body working session to craft a proposed vision statement, update descriptions of our shared community values, and narrow a list of preliminary focus areas. This feedback will be used to inform future community

conversations, including the Community Round Table & Open House on April 12, and discussions about potential policy and land use updates.

Vision Statement

The team used feedback gathered from the community and policymakers to propose a draft vision statement that maintains the most important elements of the vision from the 2015 plan and incorporates key themes from recent engagement. The statement is intended to strike a balance between an aspirational vision for the future, and important tangible outcomes that community members have expressed are most critical to the future of the Boulder Valley.

Draft Vision Statement:

“Our Boulder Valley community embraces vibrant and diverse neighborhoods balanced with thriving open space and rural lands, fosters equitable opportunities accessible to all, and strengthens connections that build resilience and well-being for generations to come.”

Values

City and county staff carefully evaluated the existing “Core Values” from the 2015 Comprehensive Plan and new values that have emerged through more recent conversations and engagement. The project team determined that the seven goals of the city SER Framework captured the 2015 Core Values, [County’s Strategic Priorities](#), and more, for both city and county purposes. These ideas are now proposed to be established as updated community values as we begin to discuss different policy options and potential trade-offs of each. The values are cross-cutting themes that will influence and guide all the policies included in the Comprehensive Plan.

Community Values:

- **Accessible and Connected** – A safe, accessible and sustainable transportation system that connects people and destinations, along with providing community members open access to digital and in-person information to encourage social connection and community engagement.
- **Economically Vital** – A healthy, resilient and sustainable economy based on innovation, diversity and collaboration that benefits all community members, businesses, and visitors.
- **Environmentally Sustainable** – A sustainable and thriving community that uses clean energy, protects our natural resources and cares for ecosystems.
- **Healthy and Socially Thriving** – A community where all members can meet their needs, thrive in physical and mental well-being and enjoy diverse opportunities for connection that value and respect human rights.
- **Responsibly Governed** – A local government that delivers great service, manages assets responsibly, uses data-driven decisions and engages all community members, including historically excluded groups.
- **Livable** – A place with safe, reliable, well-maintained and affordable buildings and infrastructure that support diverse community needs for working, learning, recreating and living.
- **Safe** – A welcoming community that supports positive relationships, keeps community members safe during emergencies and in day-to-day life, and maintains reliable infrastructure to keep our air, water, and land clean.

Focus Areas

Similarly, staff drafted a preliminary list of focus areas through analysis of community conversations and direction from the four reviewing bodies. This list will continue to be refined over the next month. A final list will be presented at the May 22, 2025, joint Study Session. Focus areas will be used to guide community conversations and potential policy options in the next phase of work.

Preliminary Focus Areas:

- **Affordable Living** – this focus area was highlighted most often by community participants and includes the cost of housing, transportation, food, etc. The Plan has an opportunity to explore policy solutions including and beyond housing to make our community more affordable to anyone that wants to live here.
- **Safety & Wellness** – this was another highly selected focus area and includes topics such as safety in public spaces, disaster response and recovery, and mental wellness, especially for youth.
- **Climate Action** – Boulder’s role as a climate leader continues to be important to the community, and members want to discuss policies that address climate resilience, mitigation, adaptation.
- **Transportation & Mobility Options** – community members recognize that we need to continue to discuss how people can safely and easily navigate Boulder in multiple different ways outside of a personal vehicle to make progress on affordability, livability, and climate goals.
- **Housing Density & Diversity** – this focus area is a component of Affordable Living, but is distinct enough to be identified as a separate topic for in-depth conversation, particularly as policies are developed around different housing types and the most appropriate locations for possible changes.
- **Social Connection** – community members have continued to express a desire for ways to improve social connection with others. Several policies could influence this focus area including how to design for connection in our public spaces and how to better support the variety of identities and cultures of the Boulder Valley

Racial Equity Considerations

The project team is working to advance racial equity in this plan update process through engagement, policy analysis and ultimately plan recommendations.

Engagement: Significant efforts are being made to ensure that staff and policy makers hear diverse perspectives at all stages of the process. Some examples from Phase 2 are listed below:

- Partnership with MOTUS Playback Theater during early stages to gather input on vision and needs and elevate voices from community members with identities that have been historically excluded that will help staff lay the foundation for inclusive community conversations later in the process.
- A consultation with Community Connectors-in-Residence to share what we have heard and to get feedback on the team’s draft recommendations for focus areas.
- Break down and analyze engagement data by different demographics to the extent possible to understand patterns and trends.
- Sending a higher proportion of Community Assembly invitations to areas of the Boulder Valley with higher racial/ethnic diversity and lower incomes that typically do not participate in civic engagement opportunities to ensure a diverse applicant pool.

The project team continues to consider equity as a primary component of researching the community, developing policy options, and evaluating possible outcomes of policy choices in Phases 3 and 4.

NEXT STEPS

The project team is moving into Phase 3: Policy & Land Use Analysis. Upcoming milestones include:

- Phase 3: Policy & Land Use Analysis will kick-off in April and run to December
- April 12, 2025: Community Round Table & Open House – A Boulder Direction
- May 3, 2025: First meeting of the Community Assembly
- May 22, 2025: Joint Study Session with Planning Board and City Council: Draft Policy Concepts and Analysis Roadmap

ATTACHMENTS

Attachment A: 4-Body Meeting Summary

Attachment B: Phase 1 & 2 Engagement Summary



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Boulder Valley Comprehensive Plan Update

4-Body Policy Makers Working Session Summary

February 19, 2025

Presentation and Q&A

On Feb. 5, 2025, city and county staff held a working session with members of the City of Boulder Planning Board, City Council, Boulder County Planning Commission and Board of County Commissioners. The purpose of the session was to:

- 1) Review 'A Boulder Today' which summarizes Phase 1 of the major update to the Plan (Existing Conditions Analysis)
- 2) Review community input to date
- 3) Discuss and gather preliminary guidance on Focus Areas for the next phase of work with the community

[View the memo](#) for more detailed information

After staff presented a summary of Phase 1 work, members had the opportunity to ask clarifying questions. Most of these related to the planning process, engagement efforts, and clarifications around existing conditions. Policy makers also asked questions about how staff are making decisions and the potential for continuing to build flexibility into the plan to be responsive to future unforeseen issues. Questions around how the process engages Indigenous communities and how community feedback is being incorporated into the process were also top of mind for some members.

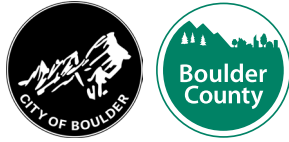
Below is a summary of the major topics and responses shared during the question-and-answer period of the meeting.

Planning Process

Plan Flexibility: Members asked about the potential for future policies to adapt to future unforeseen challenges like climate change impacts and pandemics. Staff responded that it will be difficult to anticipate unexpected situations, but that policies can be drafted broadly to provide a level of flexibility for future policymakers to adjust to current conditions.

Role of Council & Community Members in Determining Focus Areas: Policymakers will help confirm which key issues identified by community members will be the focus of the comprehensive plan update and help staff amplify engagement efforts around these topics.

Decision-Making Process: Staff will synthesize input from community members and policymakers throughout the process and share back for confirmation. Decisions are made through this iterative process as the community moves along through subsequent phases. The four approval bodies will host public hearings and formal votes on applicable policies at the end of the process as part of the review and adoption of the final plan.



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Boulder Valley Comprehensive Plan Update

Engagement Efforts

Tribal & Indigenous Communities Collaboration: Broader outreach efforts are in place to reach out proactively to historically excluded groups, including our local indigenous communities, with a goal of being the most inclusive plan to date. Formal consultations with recognized tribes are handled through the City Manager's Office and are not anticipated to be part of this update.

University & Other Agency Collaboration: Efforts to include other major agencies and institutions such as CU, BVSD, RTD, and DRCOG are part of the overall engagement strategy, especially as the team moves towards evaluating different policy options.

Existing Conditions

Population Estimates & CU Students: CU students are included in total population if they are residents.

Demographics & Diversity: The city and county are becoming more diverse, with an increasing number of community members who speak languages other than English as their primary language.

Commuting & Job Growth: Currently, a majority of area workers live outside the city of Boulder; but commuting patterns (i.e. how many days a week, modes of travel) are shifting due to hybrid work. Staff will continue to research additional data on commuting patterns as part of the update.

Projected Demographics & Planning: Staff review demographic trends provided by the census and state demographer, in addition to more local metrics like the average number of residential units permitted annually, to guide future policy making.

Wildfire Protection & Climate Resilience: Community concerns include wildfire risk, insurance costs, and climate action – these issues will be considered as part of the update.

Growth & City Services: An analysis of existing zoning can provide a theoretical capacity estimate, but that must be balanced with existing infrastructure and service availability. Staff will continue to coordinate with other departments to understand the influence of different policy choices on city services and infrastructure.

To explore demographic trends at the city or county level, the state demographer's office has a great resource: <https://gis.dola.colorado.gov/apps/ProfileDashboard2/>

Small Group Work Session

A workshop followed the presentation, where attendees worked in three small groups to answer the following two questions:

- 1) Which topics should the project team prioritize as Focus Areas for the major update?
- 2) Are there any topics that haven't been identified in the memo or staff presentation that should also be considered as Focus Areas?

The following summary highlights the key takeaways from these conversations.



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Boulder Valley Comprehensive Plan Update

The following topics have been identified through early community engagement and were presented to the small groups to consider as possible areas of focus for this Comprehensive Plan update:

- Affordable Living
- Housing Density and Diversity
- Climate Action
- Water Resources
- Open Space
- Crime and Public Safety
- Pedestrian and Bicycle Safety
- Arts and Culture
- Local Food and Agriculture
- Social Connection and Gathering
- Transportation and Mobility Options
- Walkable 15-minute neighborhoods
- Community Engagement
- Transparent Decision-Making
- Commercial Area Vibrancy
- Local Business and Industry

The small groups were led through a facilitated exercise to discuss which of the possible focus areas were of highest priority or could serve as useful ways to organize future engagement and policy discussions. The following five themes gained the most interest and received the most robust discussion by the members as topics of particular importance for this update:

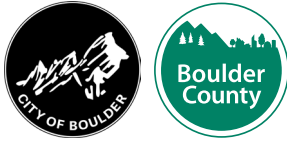
- Affordable Living
- Housing Density and Diversity
- Climate Action
- Transportation and Mobility Options
- Walkable 15-Minute Neighborhoods

As part of the small group discussion, members were asked to dive deeper into these topics and discuss what should be considered as the community further explores possible solutions and policy options to address the challenges and opportunities associated with each topic. A general summary organized by common themes is as follows:

Key Priorities

Affordable Living

- Cost of living affects retaining residents, stress levels, commute times and workforce stability.
- Housing, childcare, and other necessities need to be more accessible.
- Tied directly to homelessness and loss of economic diversity.



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Boulder Valley Comprehensive Plan Update

Transportation & Mobility

- Sustainable transit options should be prioritized over single-occupancy vehicles.
- Congestion and commuting impacts on and quality of life.
- Pedestrian and bike safety and aging population needs are key concerns
- Evolving transportation technologies are an opportunity the community can potentially take advantage of.

Economic Vibrancy

- Support for local businesses is crucial; corporate dominance is eroding community identity.
- It is important to maintain the strength of Boulder's economy to maintain the high level of services community members expect.
- Commercial vacancy rates need solutions that align with affordability and 15-minute neighborhoods.
- Jobs and housing should be better balanced.

Walkable Neighborhoods and Mix of Uses

- Encourage density where appropriate, reducing car reliance.
- Shift commercial activity away from centralization to better serve residential areas.
- Many of the other focus areas relate directly to 15-minute neighborhoods – like housing diversity & density, transportation & mobility and economic and community vibrancy.

Housing Density & Diversity

- Current plans don't address middle-income housing adequately.
- Need realistic policies, not aspirational goals, to achieve affordability.
- Focus on reusing existing buildings and developing in already developed areas rather than expanding infrastructure unnecessarily.

Additional Considerations

Natural Disaster Resilience

- Fire, flood, and climate change threats require stronger preparedness and infrastructure.
- Open spaces could be repurposed for firebreaks and emergency planning.

Social Stability and Community Building

- Affordable living is tied to public safety and social unrest.
- Equitable outcomes should be a core focus, especially for vulnerable populations.
- Aging demographics require better mobility solutions and community support.
- An increased focus on better financial responsibility and taking advantage of the resources the city and county actually control will become increasingly important.

Environmental & Resource Management

- Climate action should be integrated with all planning efforts.



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Boulder Valley Comprehensive Plan Update

- Create an environment that supports access to healthy food and supports a strong food economy.
- Local food and agriculture should be supported for health, resilience and sustainability.
- Water use and waste reduction need more focused planning.

Challenges & Opportunities of the Comprehensive Plan

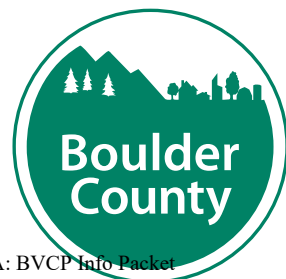
- **Comprehensive Plan Implementation:** Existing policies are often not effectively implemented or difficult to execute - need for actionable steps and monitoring mechanism.
- **Clarity in Policy:** Policies should be clearer and more measurable to drive meaningful change.
- **Big Ideas for Future Planning:** Consider long-term land use vision, identify new “Area III” land banking opportunities, and innovate on evolving infrastructure needs.
- **Systems Thinking:** Think about the interconnection of all these focus areas and continue to cross-pollinate ideas and solutions – with an understanding that none of these focus areas can be meaningfully addressed in isolation.

How this feedback informs the project

Feedback on focus areas from policy makers provides the project team with additional direction on how to organize conversations with community members about potential policy and land use updates. This feedback will be used to inform future community conversations, including a Comprehensive Plan Workshop being planned for April 12.

Phase 1 Engagement Summary

August – December 2024



BOULDER A FUTURE

BOULDER VALLEY COMPREHENSIVE PLAN UPDATE

Phase 1 Purpose

The purpose of Phase 1 was to orient the community to the Comprehensive Plan update process, build excitement, communicate the importance of participating and set expectations for future engagement

Phase 1 was launched by sharing information about the process and asking questions about community priorities, social connection, big ideas, hopes and dreams for the Boulder Valley, and what our community wants to learn more about

Communication & Engagement Tactics

Two tactics were used during this phase, including:

- City-wide What's Up Boulder open house
- Community Kickoff open house and feedback form

These events were communicated via:

- Social media
- Outreach through Community Connectors-in-Residence
- Newsletters
- Inside Boulder News
- Utility bill inserts
- Posters (at city rec centers and several trailheads throughout the Boulder Valley)
- Press release
- Media Kits

Who we heard from

550

People were engaged in-person and online

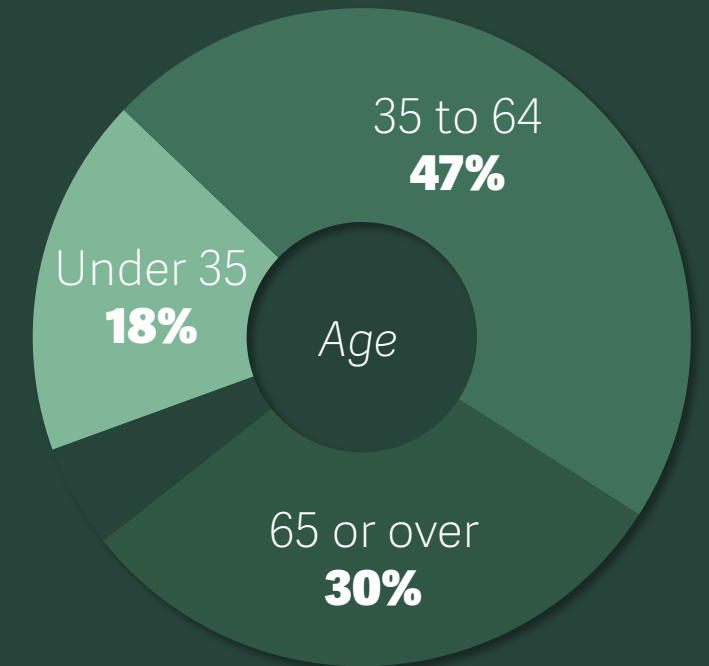


78%

Identified as White

5%

Identified as Hispanic or Latino/a



3% Identified as Asian

2% Identified as Two or more Races

1% Identified as Black or African American

How will this feedback be used?

Feedback received during Phase 1 helped identify what community members were interested in learning more about. The comments also provided early indicators to inform a revised community vision and set of focus areas for the Comprehensive Plan update

What about past recent engagement?

The project team is also considering feedback received during previous recent engagement efforts. These include several recent department plans, Community Connectors-in-Residence, the 2024 and 2025 Annual Budget, Lifelong Boulder and Growing Up Boulder's efforts across many different youth led projects over the last 10 years, including its most recent effort around the Child Friendly City Initiative (CFCI)

event summary

Community members described Boulder in three words - and learned about the BVCP and how to stay involved in the process



What's Up Boulder

Sept. 8, 2024
East Boulder Community Center
~100 Participants

what we heard – 5 key takeaways

The most used words to describe Boulder Today were:

Community

Beauty

Fun

Accessible

Kind

Nature

Exciting

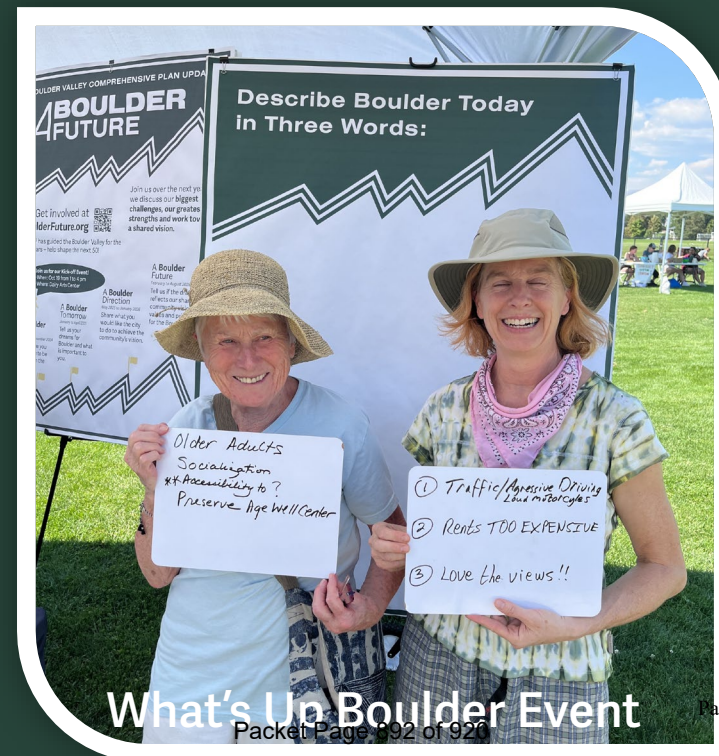
Fitness

Safe

Energetic



What's Up Boulder Event



What's Up Boulder Event



What's Up Boulder Event

event summary

The Community Kick-off Event was an open house for all community members. The event included a presentation of local demographic trends by the State Demographer and an interactive performance by Motus, a local theater group

Community members also had the opportunity to meet with project team members and provide feedback at seven stations, each focused on a different topic



Boulder Valley Comprehensive Plan Community Kick-Off & Online Feedback Form

October 19, 2024
Dairy Arts Center
~210 Attendees
248 online responses

what we heard – 5 key takeaways

1. Community members are prioritizing the advancement of Boulder’s **LIVABILITY**, **SUSTAINABILITY** and **SAFETY** goals

Within these goal areas, community members feel the following topics need the most attention:

- Affordable living, including housing density and diversity
- Environmental sustainability, including climate action and water resources (supply and demand) planning
- Safety, including crime and public safety, and pedestrian and bicycle safety



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Boulder Valley Comprehensive Plan Community Kick-Off & Online Questionnaire

Oct.19, 2024
Dairy Arts Center

event summary

The Community Kick-off Event was an open house for all community members. The event included a presentation of local demographic trends by the State Demographer and an interactive performance by MOTUS, a local theater group

Community members also had the opportunity to meet with project team members and provide feedback at seven stations, each focused on a different topic

what we heard – 5 key takeaways

- When envisioning the future of Boulder, community members have described a place that acts as a model for **ENVIRONMENTAL SUSTAINABILITY**, and a **DIVERSE COMMUNITY OF PEOPLE** who have **ACCESS TO HOMES, SERVICES** and opportunities to make **SOCIAL CONNECTION** with others

The community wrote passionately about Boulder serving the greater nation (and world!) as a place that demonstrates adaptation to a changing climate and care for the natural world. Additionally, many described a future where they were part of a diverse community; could live affordably no matter their age, with access to quality homes, food and transportation; and have the opportunity make friendly connections with neighbors



Community Kickoff



Community Kickoff

Cont. to next page





Boulder Valley Comprehensive Plan Community Kick-Off & Online Questionnaire

Oct. 19, 2024
Dairy Arts Center

what we heard – 5 key takeaways

- 3. When community members were asked to offer a “Big Idea” for Boulder’s future, participants dug in on some of Boulder’s greatest challenges – particularly **AFFORDABLE HOUSING, DIVERSITY and INCLUSIVITY, COMMUNITY CONNECTION** and **CLIMATE CHANGE**

Here are a few interesting ideas from community members:



Community Kickoff

“Add an “information environment” element to the BVCP alongside built and natural environments. Emphasize importance of technology for emergency management and comms. Open data for transparency.”

“Work with older adults who would like to work. Small single senior housing.”

“Connect CU, the Hill and Downtown by moving Broadway underground and creating a walkable and bikeable space on the surface.”

“Programs to help young single mothers navigate and exit poverty. I would love to help in creating this effort to create a community where we pair mentors with families in need.”



Boulder Valley Comprehensive Plan Community Kick-Off & Online Questionnaire

Oct. 19, 2024
Dairy Arts Center

what we heard – 5 key takeaways

4. Community open spaces and trails remain highly valued assets as community space

When asked about ‘finding community’ within Boulder, community members indicated that **OPEN SPACE** and **TRAILS** were the top location to connect with others. Other important places for experiencing connection include **FOOD & DRINK** establishments, **PARKS** and **HEALTH** and **FITNESS CENTERS**

5. Many community members would like to understand more about Boulder’s potential for growth

When community members were asked “What else would you like to know about Boulder Today?” many of the responses described interest in understanding if and how the Boulder Valley could and/ or should grow in the future. Community members want a greater understanding of the capacity of infrastructure to support growing populations and how change in policy surrounding growth could impact the community and its valued quality of life



MOTUS Theater at the Community Kickoff



Community Kickoff



Community Connectors-in-Residence (CC-in-R)

Dec. 6, 2024
Virtual meeting
5 Participants

event summary

BVCP team had a first consultation with Community Connectors-in-Residence (CC-in-R) with these goals:

- provide an overview of the BVCP update process,
- gather ideas on how best to promote engagement events to diverse communities
- seek CC-in-R feedback on how they want to be engaged in this process

what we heard – 5 key takeaways

CC-in-R shared great ideas for promoting engagement opportunities – e.g. through BVSD communication channels, Clinica Family Health and more

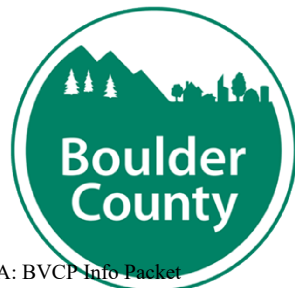
CC-in-R suggested that the BVCP team collect data from our local organizations serving under resourced communities for a more complete picture of our community today

CC-in-R expressed a desire to have ongoing, in-depth consultations throughout the process with the BVCP team



Phase 2 Engagement Summary

January – February 2025



A BOULDER FUTURE

BOULDER VALLEY COMPREHENSIVE PLAN UPDATE

How was Phase 1 feedback used?

Feedback received during Phase 1 identified topics that the community wants to discuss during this Comprehensive Plan update.

Communication & Engagement Tactics

Engagement tactics in Phase 2 emphasized the following:

- Getting out into the community and meeting people where they are;
- Multiple smaller efforts, but in more locations;
- Working with community partners (including artists) to reach our historically excluded communities through culturally relatable and meaningful ways.

Communication tactics used in Phase 2 included:

- Social media
- Newsletters
- Inside Boulder News
- KGNU Radio – Pasa La Voz
- Outreach through Community Connectors
- Outreach through county
- Press Release

Purpose of Phase 2

Phase 2 engagement collected community feedback on a vision for Boulder's future and took a deeper dive into topics that the community wants the Plan to address.

What we collected in Phase 2:

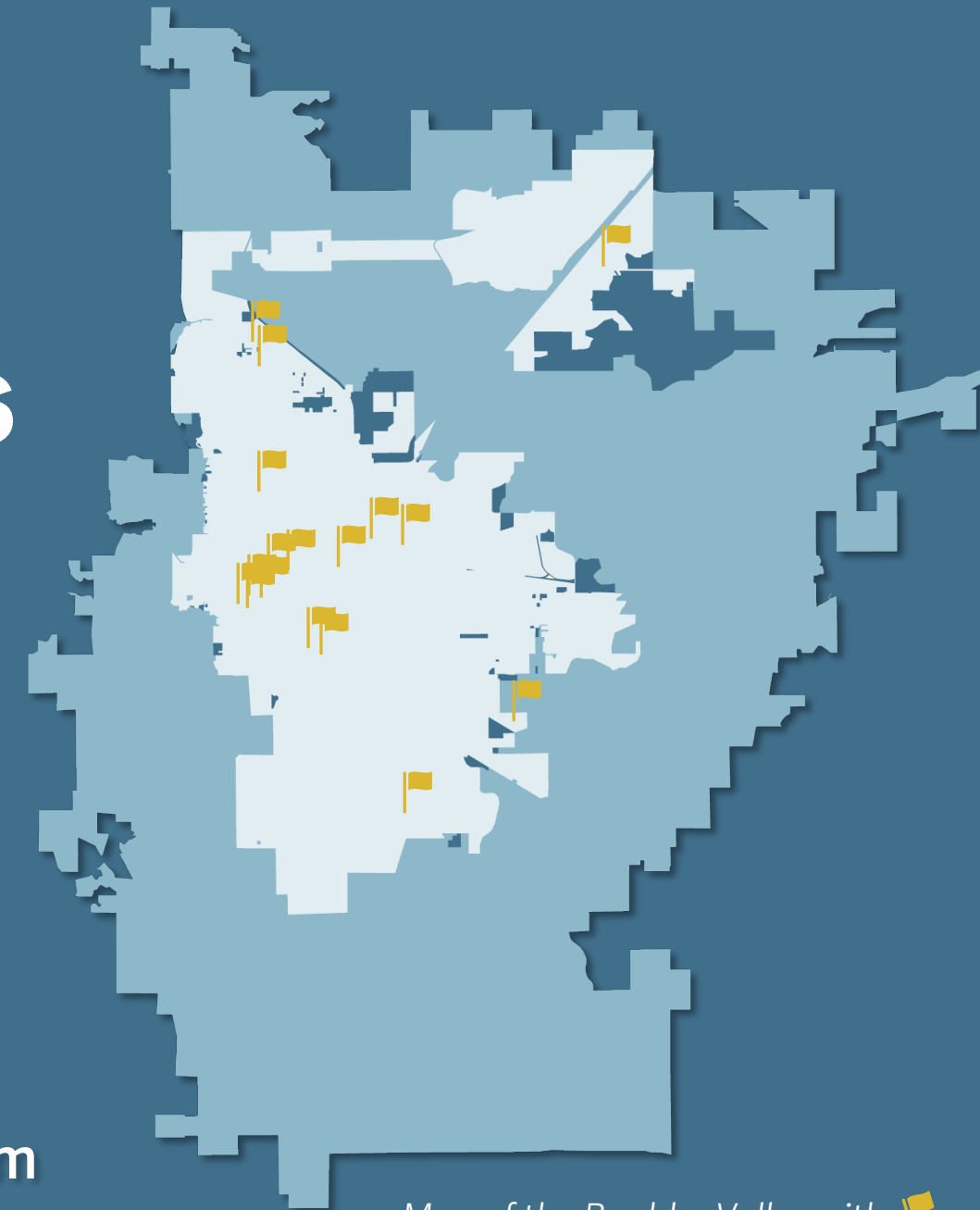
2,000+
responses

7 in-person pop-ups

6 standing pop-ups

1 online feedback form

3 community led conversations



Map of the Boulder Valley with Phase 2 engagement locations

How was Phase 2 feedback used?

The project team has updated the Community Vision Statement and identified a preliminary set of focus areas based on Phase 1 and 2 community feedback.

event summary

A series of pop-up boards were left for three weeks at the following locations:

- Age Well Center – West
- Boulder County Community Planning and Permitting Center
- East Boulder Community Center
- Main Library
- North Boulder Recreation Center
- South Boulder Recreation Center



Community Pop-Ups (standing)



Jan. 24 to Feb. 14, 2025



Various locations

Several “pop-up” boards were left at strategic locations around the Boulder Valley to provide community members the opportunity to provide their feedback. When asked to consider what the Boulder Valley needs to focus on the most over the next 20 years, respondents emphasized the following topics:



Affordable Living



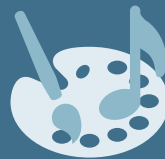
Climate Action



Pedestrian and Bicycle Safety



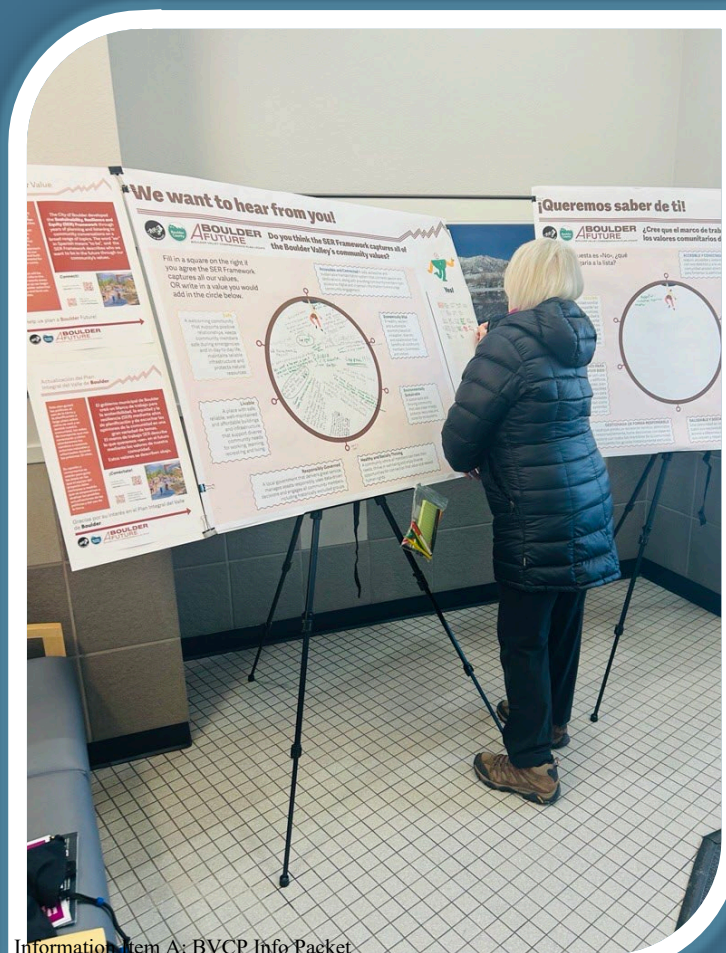
Walkable 15-minute Neighborhoods



Arts and Culture



Crime and Public Safety



A standing pop-up board at South Boulder Rec Center



event summary

The project team attended several community led events during Phase 2 to solicit feedback.

They included:

- Age Well West
- Bike to Work Day (morning)
- Bike to Work Happy Hour
- CU Boulder - UMC
- E-Town Hall "Talk of the Town" Lecture Series
- Gunbarrel Ampersand Coffee Shop
- NoBo First Fridays



Community Pop-Ups (events)



Jan. 24 to Feb. 14, 2025



Various locations

The project team also attended several community events to provide information about the process and gather feedback. At these events, the community indicated a preference to focus on the following topics:



Affordable Living



Climate Action



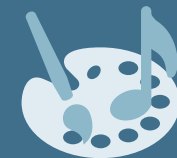
Pedestrian and Bicycle Safety



Walkable 15-minute Neighborhoods



Housing Density & Diversity



Arts and Culture

Feedback received also points to a revised vision statement that reflects **LOCAL COMMITMENT** to **CLIMATE ACTION**, **HEALTHY** and **ACTIVE LIFESTYLES**, **DIVERSITY** of **HOUSING CHOICES**, a **DIVERSE** and **ENGAGED COMMUNITY** and **CONVENIENT MOBILITY OPTIONS**.



A pop-up event during Winter Bike to Work Day



Community Pop-Ups



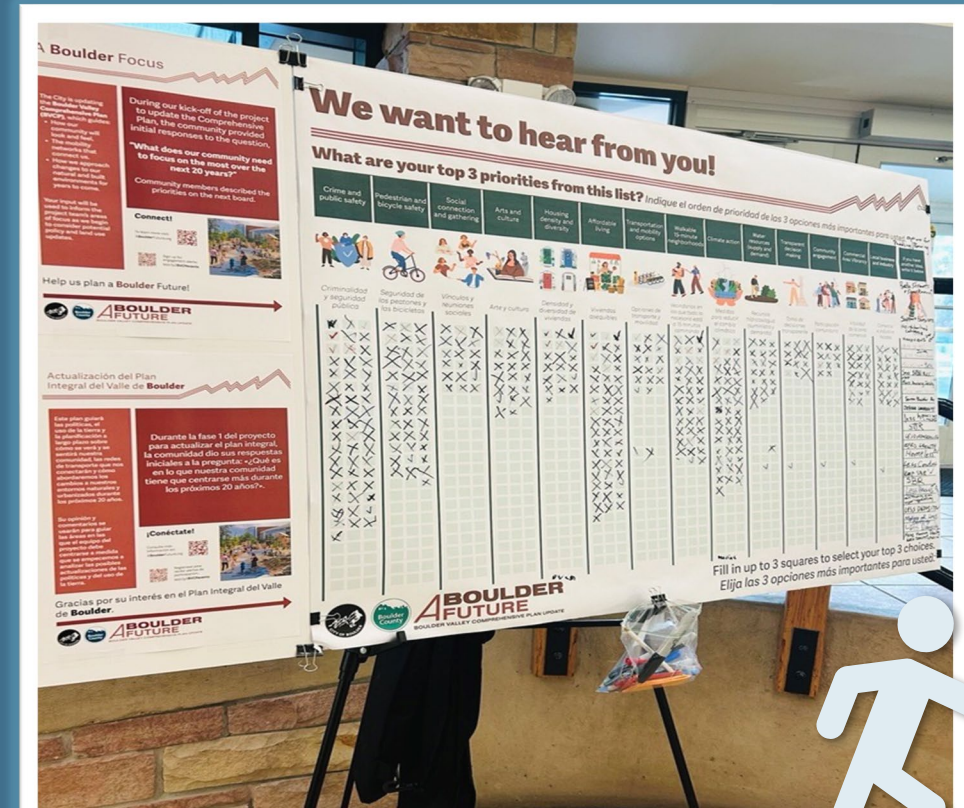
A tabling pop-up event at NoBo First Fridays art walk



Boards being filled out at a standing pop-up at the East Boulder Community Center



A pop-up event during Winter Bike to Work Day



Boards being filled out at the North Boulder Recreation Center





Online Feedback Form



Jan. 24 to Feb. 14, 2025



Project website

event summary

Community members could also provide their feedback online.

The online forum included the same questions that were shared on the pop-up boards.

156 responses

ONLINE RESPONDENTS indicated a preference to prioritize the following topics:



Affordable Living



Climate Action



Transportation & Mobility Options



Walkable 15-minute Neighborhoods



Crime and Public Safety



Water Resources

Feedback received online also points to a revised vision statement and is in alignment with feedback received in-person at various pop-ups and community led events. However, online responses indicate a higher preference for elements of **ENVIRONMENTAL** and **AGRICULTURAL STEWARDSHIP** to be included in the revised vision statement.

“Prioritize clean air, ecological diversity, and public transit”



event summary



Motus Theater Playback Series



Jan. 11 & 25, 2025

Feb. 8, 2025



Three locations

~250 participants

Community members expressed hope for meaningful change but also frustration with barriers to action. Priorities centered on **AFFORDABLE LIVING, ENVIRONMENTAL STEWARDSHIP, CULTURAL REPRESENTATION & PRESERVATION** and urgent needs ranging from **FOOD ACCESS** to **CHILDCARE** and **CLIMATE ACTION**



"Aprecio los esfuerzos y recursos de la ciudad para la traducción y la interpretación.... ya no me siento invisible."

"I appreciate the city's efforts and resources for translation and interpretation,,, I no longer feel invisible" – translated from Spanish

Motus Theater led three community conversations highlighting the voices of historically marginalized communities and other community members attending the events.

Participants shared personal reflections and visions, which were enacted live by professional actors using movement, music and spoken word.

It was an opportunity to hear each others' stories and have a community conversation about a 20-year vision and priorities for the plan update.



Left: Motus performers during the first Motus playback event

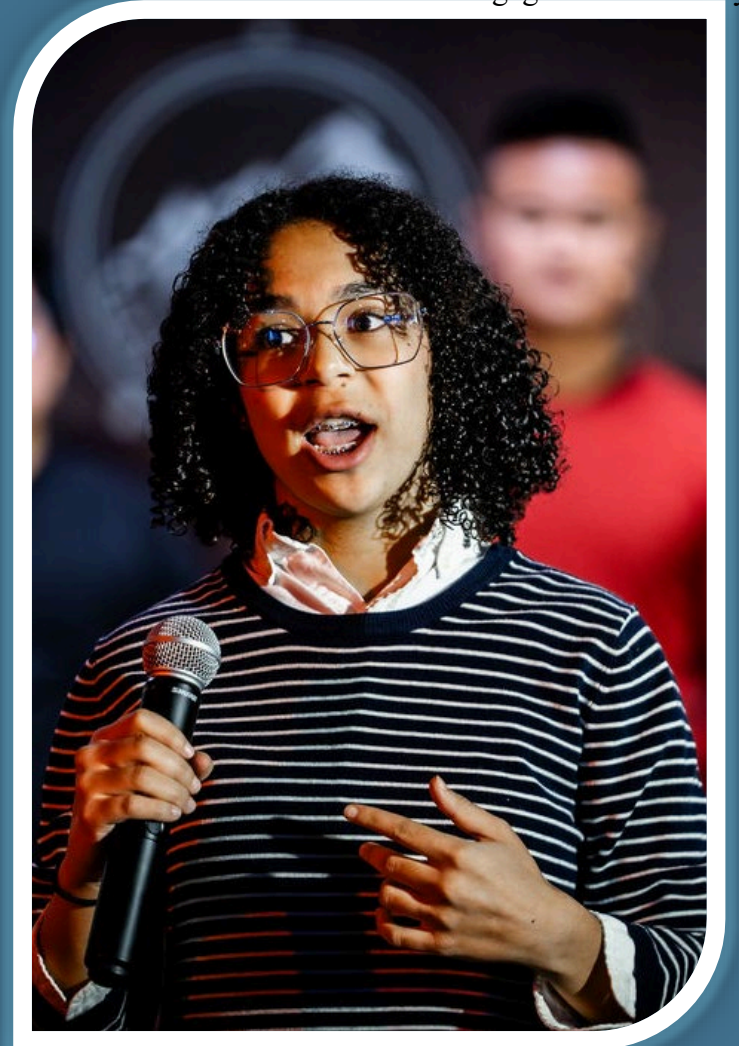
Right: A community member participating in the first MOTUS playback event



Motus Theater Playback Series

continued

A community member participating in the final MOTUS Playback event



Some common themes that came out of these conversations included:

EQUITY & INCLUSION: Calls for systemic changes to address racial, economic and cultural disparities, emphasizing community-led decision-making and belonging.

AFFORDABLE HOUSING: Strong demand for policies that prevent displacement, support homeownership and foster long-term economic stability.



CLIMATE RESILIENCE: Concerns over climate change, with a focus on disaster preparedness, clean energy, and resource preservation.

CULTURAL & COMMUNITY ASSETS: Recognition of underutilized cultural diversity, ancestral knowledge and youth leadership in community building and policy-making.

"Boulder's success is interconnected with the thriving of other communities."

"[Our community should] emphasize ancestral knowledge, cultural diversity, and the creative arts to foster inclusivity and strengthen the community."

A community member participating in the final MOTUS Playback event



Community Connectors-in-Residence



Feb. 21, 2025



Virtual

event summary

The project team met with Community Connectors-in-Residence to provide project updates, share what we have heard from the community so far, and to seek feedback on narrowing the list of potential focus areas.

Connectors shared important feedback related to the identities and communities they are part of.

The group discussed issues of **AFFORDABLE LIVING**, missing **SOCIAL CONNECTION**, **HOUSING & SMALL BUSINESS SUPPORT** and **RACIAL EQUITY**, emphasizing a focus on naming and dismantling systemic racism and promoting inclusivity.

Participants called for a shift towards more human centered **SAFETY** and **WELLNESS**, a more **SUSTAINABLE FOOD SYSTEM** and **CONCRETE POLICY CHANGES** that go beyond high-level visions. There was also a push for the city to coordinate more with the Boulder Valley School District, particularly on issues around systemic racism and teaching about race.



"The greatest resource we have is each other."

"When we gather together, we make richer communities, right?!"



event summary

The project team hosted a workshop with students at the CU – Boulder Program in Environmental Design to solicit their feedback on which topic areas they think we should focus on most as a community over the next 20 years.



University of Colorado Boulder – Program in Environmental Design



Feb. 12, 2025



CU- Boulder
~30 participants

UNIVERSITY STUDENTS who participated in the workshop would like the community to focus on the following topics:



Housing Density & Diversity



Climate Action



Pedestrian and Bicycle Safety



Walkable 15-minute Neighborhoods

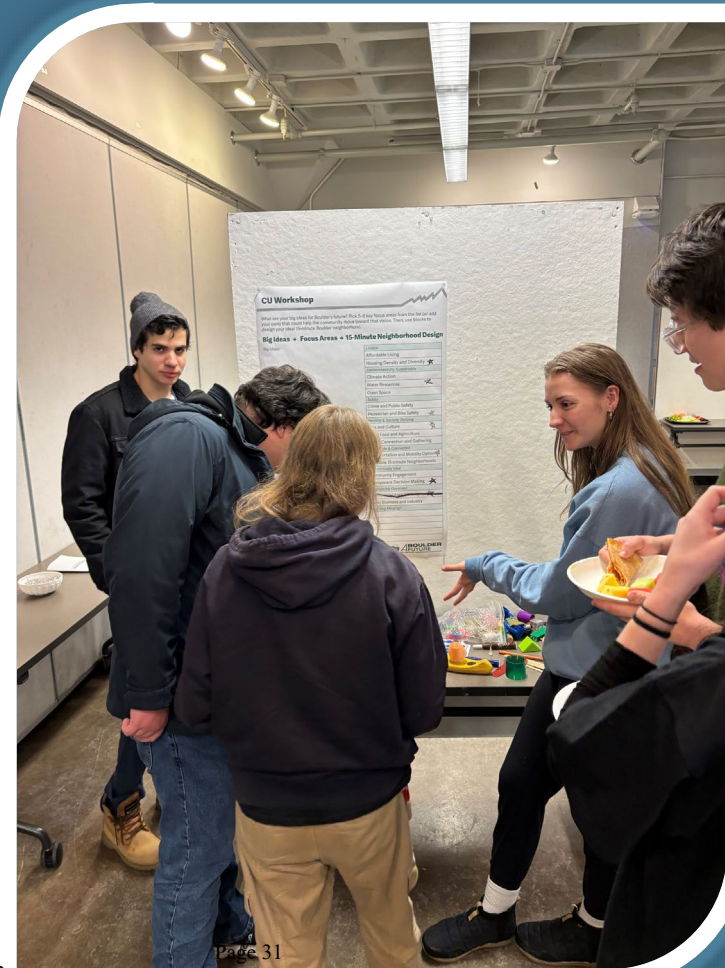


Transportation & Mobility Options



Local Food and Agriculture

“[Density is important]: student housing, multi-use buildings, commercial with local business”



“Sustainable materials and infrastructure [need to be used more often in the future]”

CU Students discussing during a workshop



University of Colorado Boulder – Program in Environmental Design *continued*

Some common themes that came out of these conversations included:



HOUSING & DENSITY: Students emphasized the need for diverse, affordable, and sustainable housing, including student housing, ADUs and missing middle housing.



MOBILITY & TRANSIT: Walkability, multi-modal mobility and improved public transit (trains, buses and transit-oriented development) were strong priorities.



SUSTAINABILITY & INFRASTRUCTURE: Suggestions included water management strategies, eco-friendly transit and energy-efficient building materials.



CU students used found objects to represent elements of a neighborhood



Information Item A: BVCP Info Packet

Packet Page 908 of 920



PUBLIC SPACE & THE ENVIRONMENT: Green spaces near housing, fire mitigation, open space access and climate-conscious urban planning (zero emissions, sustainable infrastructure) were commonly highlighted.



ECONOMIC & CULTURAL VIBRANCY: Students valued lively commercial areas supporting small and large businesses, street life and spaces for community gathering, arts and entertainment.

CU students discussing in groups at a workshop

Phase 3 Engagement Summary

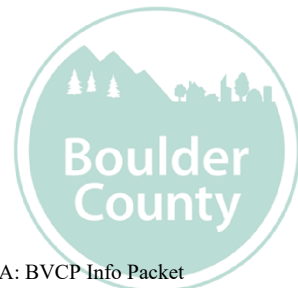
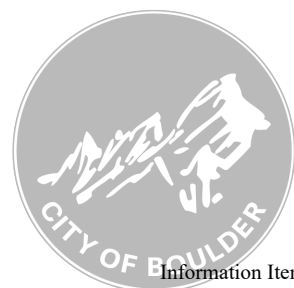
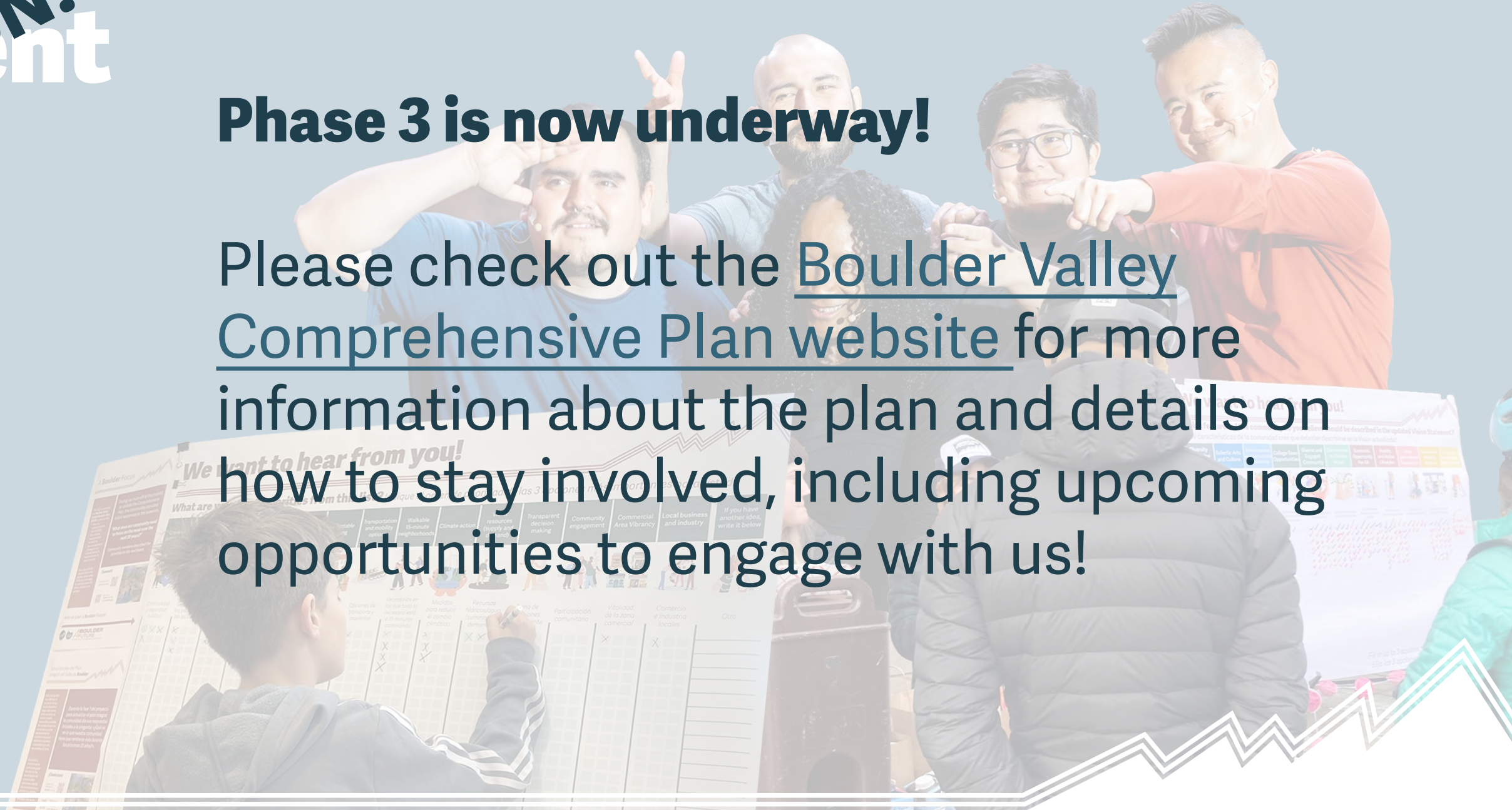
COMING SOON!

January 2025 – February 2025

Thank you for providing your input during Phase 2!

Phase 3 is now underway!

Please check out the [Boulder Valley Comprehensive Plan website](#) for more information about the plan and details on how to stay involved, including upcoming opportunities to engage with us!



BOULDER A FUTURE

BOULDER VALLEY COMPREHENSIVE PLAN UPDATE



COVER SHEET

MEETING DATE

March 20, 2025

BOARDS AND COMMISSIONS ITEM

02.05.25 EAB Minutes

PRIMARY STAFF CONTACT

Jonathan Koehn, Director of Climate Initiatives

ATTACHMENTS:

Description

- ▣ **02.05.25 EAB Minutes**

CITY OF BOULDER COLORADO

BOARDS AND COMMISSIONS

MEETING SUMMARY

NAME OF BOARD/COMMISSION: Environmental Advisory Board

DATE OF MEETING: February 5, 2025

NAME/TELEPHONE OF PERSON PREPARING SUMMARY:
Heather Sandine, 303-441-4390

NAMES OF MEMBERS, STAFF AND INVITED GUESTS:

Environmental Advisory Board Members Present: Brook Brockett, Hannah Davis, Anie Roche, Alex Bothwell (virtual)

Environmental Advisory Board Members Absent: Hernan Villanueva

City Staff Members & Presenters Present: Jonathan Koehn, Heather Sandine, Carolyn Elam

CALL TO ORDER

- A. **B. Brockett** declared a quorum and called the meeting to order at **6:03 PM**.
- B. **H. Sandine** reviewed the meeting protocols.

2. APPROVAL OF MINUTES

- A. On a motion by **H. Davis**, seconded by **B. Brockett**, the Environmental Advisory Board (EAB) approved the January 8, 2025 meeting minutes.

3. PUBLIC PARTICIPATION

- A. None

4. DISCUSSION ITEMS

- A. Xcel Partnership Update
 - i Overview
 - **C. Elam** discussed the City of Boulder's partnership with Xcel Energy, highlighting the opportunity to exit the franchise in 2025. A council conversation is scheduled for March 13. Xcel will share achievements and seek input on next steps, with insights from the advisory panel. Emissions have improved since the last update, with a projected reduction percent in the 90s. Wildfire risk and reliability are key community concerns.
 - ii Clarifying Questions and Discussion
 - **H. Davis** inquired about the makeup of the advisory board.
 - **C. Elam** clarified it includes diverse Xcel customers, not technical experts, and is currently recruiting. Panel members include those with experience in decarbonization and representatives from the Boulder Chamber and CU. They discuss ways to gather feedback from other demographics.
 - **B. Brockett** asked about enforcing the agreement.
 - **C. Elam** explained the opt-out option and the ability to hold Xcel accountable. Access to the Public Utilities Commission strengthens the city's goals.

- **J. Koehn** outlined the franchise agreement structure, which includes three key documents: the franchise agreement, a settlement agreement, and a partnership agreement, with the option to opt out every 5 years.
- **A. Roche** questioned undergrounding and reliability goals, emphasizing the need for better vegetation management.
- **C. Elam** explained the 1% fund for undergrounding, with projects in the public right of way, totaling \$16 million for four projects. Xcel is also working on wildfire mitigation and safer overhead systems, but vegetation management on private property remains a challenge.
- **H. Davis** asked about battery storage and virtual power plants. She also inquired about the March 13 council session.
- **C. Elam** responded that Xcel is studying virtual power plants and microgrids, but no recommendation will be made to council.
- **J. Koehn** clarified the March 13 meeting will provide updates and allow council to discuss whether to opt out, continue the partnership, or place the decision on the ballot.
- **A. Bothwell** asked about the timeline if opting out.
- **C. Elam** said the timeline depends on council's recommendations; municipalization could take years, with Xcel remaining the utility provider in the interim.
- **J. Koehn** emphasized that opting out would require time to assess next steps and make an informed decision.

B. Board Priorities

i Overview

- At the previous EAB meeting, the board asked if a letter to council was requested for 2025.
- J. Koehn responded that there will not be a request for letters from boards this year. The council mid-term check in will be an opportunity for council to check in on priorities.

5. PUBLIC HEARING ITEM

A. Board Chair Selection

i Presentation

ii Public Hearing – None

iii Board Action

- On a motion by H. Davis, seconded by A. Roche, the board unanimously selected A. Bothwell to serve as board chair beginning at the April meeting. (Note: This term will begin at the May meeting due to training that was scheduled in place of the April meeting.)

6. OLD BUSINESS/UPDATES

A. Update on Plant-Based Food Challenge – H. Davis

- i H. Davis shared that many boards continue to meet virtually. Of those that meet in person, many are not provided with a meal. Housing Advisory Board accepted the challenge; many boards did not respond. Council expressed interest in the challenge pending acceptance from staff. The EAB should discuss next steps for the challenge.

ii J. Koehn will follow up with the City Manager Office staff to discuss further.

7. MATTERS FROM THE ENVIRONMENTAL ADVISORY BOARD, STAFF, CITY MANAGER AND CITY ATTORNEY

- A. Scheduling Racial Equity Training
 - i The board selected April 2 from 6-8:30 PM for their training.
- B. Consideration of a motion to approve a leave of absence for H. Davis.
 - i On a motion by B. Brockett, seconded by A. Roche, the board unanimously approved the leave of absence.
- C. Council Calendar Preview
 - i The board previewed upcoming council items and identified the following as topics of interest: William's Village and Boards and Commissions Appointments.

8. DEBRIEF MEETING/ CALENDAR CHECK

- A. The next EAB meeting is scheduled for March 5 at 6 PM.

9. ADJOURNMENT

- A. The Environmental Advisory Board adjourned at **7:31 PM**.

Approved:



Chair

3/5/25

Date



COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

César Chávez Day Declaration

PRIMARY STAFF CONTACT

Megan Valliere, City Council Program Manager

ATTACHMENTS:

Description

- ▣ **César Chávez Day Declaration**

César Chávez Day

March 31, 2025

César Estrada Chávez was born, March 31, 1927, on a small family ranch near Yuma, Arizona. After serving our nation in WWII, he returned to farm labor in California and began advocating for farm workers' rights. On April 23, 1993, he passed away, leaving behind an enduring legacy of service and leadership.

Chávez' influence has made a lasting impact on farm labor issues and inspired millions of Latine people to achieve educational and political success. His leadership is remembered for utilizing the principles of nonviolence and service to community.

Chávez founded the National Farm Workers Association, which ultimately became the United Farm Workers of America (UFW), AFL-CIO, the first successful farm workers' union in United States history. Under Chávez's tireless leadership, the UFW was the first to win collective bargaining rights for farm workers, rights that have improved the quality of life for farm workers throughout the United States.

The popular phrase "Sí, se puede" is attributed to the activism and civil rights work in which this day is celebrated. It was Dolores Huerta who first said the words which translate in English to "Yes I can," or "yes, we can," as she rallied support for worker and immigrant rights.

In 1994, César Chávez was posthumously awarded the Presidential Medal of Freedom, the highest civilian honor in the United States.

We, the City Council of the City of Boulder, Colorado declare March 31, 2025, as

César Chávez Day

And invite individuals and organizations to celebrate by learning about his life and work, and by participating in community service projects. When each of us, individually and collectively, works to change things for the better, we embody the spirit of "Sí, se puede."



Aaron Brockett, Mayor





COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

National Women's History Month Declaration

PRIMARY STAFF CONTACT

Megan Valliere, City Council Program Manager

ATTACHMENTS:

Description

- ▣ **Women's History Month Declaration**

Women's History Month

March 2025

Each year, Women's History Month offers an important opportunity for us to shine a light on the extraordinary legacy of trailblazing women and girls who have built, shaped, and improved upon our community.

Women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also leaders in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, the movement for racial equity, and countless other peace movements that have led to a more fair and just society for all.

Yet, despite women's immeasurable contributions in the fight to advance civil rights and other civil liberties, early feminist movements were not inclusive of all women. These initial calls for social justice focused on the experience of women who were white, cisgender, and heterosexual. Today we acknowledge the equality and significance of all women - including women of color, transgender women, queer women, women with disabilities, and unhoused women, in our pursuit of social justice for all. Women of every race, class, and ethnic background have made historic contributions to the growth and strength of Boulder in countless recorded and unrecorded ways.

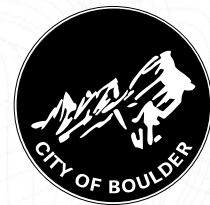
We, the City Council of the City of Boulder, Colorado declare March 2025 as

Women's History Month

And invite the community to join us in the celebration of all women and the progress we have made as a society, as well as reflect on the work still ahead to reach full gender equality.



Aaron Brockett, Mayor





COVER SHEET

MEETING DATE

March 20, 2025

AGENDA ITEM

Intellectual and Developmental Disabilities Awareness Month Declaration

PRIMARY STAFF CONTACT

Megan Valliere, City Council Program Manager

ATTACHMENTS:

Description

- ▣ **Intellectual and Developmental Disabilities Awareness Month Declaration**

Intellectual and Development Disabilities Awareness Month

March 2025

WHEREAS, The City of Boulder wishes to celebrate, promote, and protect the human rights of people with intellectual and developmental disabilities (IDD) and actively support their full inclusion and participation in the community throughout their lifetimes; and

WHEREAS, Disabilities are a natural part of the human experience and people with IDD have inherent value with individual strengths and abilities, are equal before the law, and must be treated with dignity and respect; and

WHEREAS, Collaboration, education, employment and home and community-based services are vital to enable people with IDD to achieve a self-determined lifestyle, and engage in all aspects and contribute to their communities and to the well-being of others; and

WHEREAS, The most effective way to increase awareness is through openness to learning, and acknowledging that there are systemic barriers that reduce the likelihood of people with IDD to enjoy equitable experiences and opportunities to live interdependently within their communities; and

WHEREAS, The City of Boulder encourages and supports the civil, legal, and human rights of community members with IDD, including but not limited to equal protection before the law, effective communication supports and accommodations under the ADA that ensure meaningful engagement in all aspects of life, to live free from abuse, neglect, and exploitation, to make their own decisions, to advocate for themselves and express their will and preferences, and to receive the supports they need to live a life of personal significance as members of their communities.

NOW, THEREFORE, we, the City Council of the City of Boulder, Colorado, do hereby declare the Month of March, 2025, as

Intellectual and Developmental Disabilities (IDD) Awareness Month in Boulder



Aaron Brockett, Mayor

