The intent of this submittal is to amend the existing LUR: #LUR2001-00017. The proposed building is adjacent to the existing St. Julien Hotel and sited entirely over an existing underground CAGID parking garage. The building is approximately 56,900sf and contains a Civic Use Conference Facility on the main level and three levels of extended stay suites that connect to the existing hotel with a bridge connection. Below and to follow is the project review history and proposed modifications to the existing Site, LUR Amendment.

OVERVIEW, PROJECT HISTORY

An urban renewal plan (URP) was adopted for properties at 9th and Canyon in September 1988. A revised URP was adopted by City Council in July 1995. This 1995 URP had included the St. Julien Partners properties, the CAGID site, and the 10th Street “corridor,” including a vacated portion near Canyon.

In February of 2000, the Planning Board approved Phase 1 of the multi-phase project at 9th and Canyon. Phase 1 consisted of a 200 Room Hotel – The St. Julien Hotel (St. Julien Partners Properties), and a CAGID Parking Garage (Central Area General Improvement District). A Site Review Amendment for Phase 2 was a condition of approval for Phase 1 and included plans for a Civic Use Building. The Civic Use Building was to be developed in coordination with St. Julien Partners, CAGID and Civic Building Users.

The phased site review application approved by the Planning Board on February 17, 2000 was the third step in a three-step Major Site Review Application. The project included the St. Julien properties (vacant northeast corner of Canyon and 9th and the site immediately to the east, formerly the Chamber of Commerce building), the CAGID (Central Area General Improvement District) parking lot at the southeast corner of 9th and Walnut Streets, and a Civic Use Building to the east of the St. Julien property.

APPROVED SITE REVIEW (#SI- 1999-12), USE REVIEW (#UR-1999-15)

HOTEL:
- 149,950 square feet
- 200 rooms
- 55’-0” tall building
- 8,600 square feet of conference center
- Walnut Street drop off area

PARKING GARAGE:
- 656 total parking spaces: 556 CAGID spaces, 100 hotel spaces
- 10th Street parking garage entry
- 10th Street Corridor:
  - Separation of service functions, vehicles and pedestrians
  - Decorative paving
  - Pedestrian scale lighting
  - Connections to new Walnut Street and Canyon Boulevard pedestrian crossings

CIVIC USE BUILDING ENVELOPE:
- 11,700 square feet building envelope
- Approximately 37,500 total building square feet
- Canyon Boulevard school bus pull-out for Collage Children’s Museum

Phase 2:
APPROVED SITE REVIEW AMENDMENT: LUR: #LUR2001-00017
- Construct a 38,068 sf, 55’ tall civic use building, Phase 2 – 9TH & Canyon Site Review.
- Requested variations to the land use regulations:
  - Height Modification to 55 feet for Civic Use Building, 35 feet is the by- right height limit
• 33 feet accessory structure where 18 feet is the by-right height limit
• Modification to the loading area requirements for the RB1-X zoning district.
• Note: Code variation for a 63-foot major street setback from the Canyon Boulevard centerline where 78 feet is required was approved as part of Phase 1.

- Project has Vested Rights with Section 9-4-12, Boulder Revised Code (B.R.C.) 1981.

Since the originally approved Site Review Amendment in 2001, the City of Boulder has created several Task Force Initiatives to accommodate a Civic Use that would be self-sustaining and has had an opportunity to review several design concepts for the proposed Civic Building. Each Task Force included at least one member of City Council. In 2013, the City of Boulder, via the Downtown Management Commission, engaged 4240 Architecture, the initial designers behind the hotel and garage, to perform a feasibility study focused on meeting space with hotel uses above. Attached as Appendix B

In January 2014, with the 2013 feasibility study as the basis, the Civic Use Task Force IV (CUTF IV) recommended to the City Council a new vision for the civic use at the pad adjacent to the St. Julien Hotel and in partnership with the hotel. After exhaustive efforts by the current and prior Task Force Committees, it was determined that a Civic Structure limited to 38,068sf was not viable and instead proposed a 65,400sf, 4-Story - 55’ high Building with event space, roof deck and sky bridge. Shortly after, a partnership was created with the City, CAGID and St. Julien Partners.

**Letter of Intent, July 2015 Partnership Agreement** with St. Julien Partners, CAGID (Central Area General Improvement District) and the City of Boulder for the development of the civic use pad.

- The Project was developed in a manner that is generally consistent with the Boulder Urban Renewal: Ninth & Canyon - 1995 revised plan (the “Urban Renewal Plan”).
- The Urban Renewal Plan envisioned a development to be built on property owned by CAGID at Ninth Ave and Walnut Street generally located in the northern portions of Block 45, of the West Boulder plat and property owned by St. Julien that is generally located on the southern portions of Blocks 44 and 45 of the West Boulder plats. The two properties were combined and a hotel was constructed that fronts on Walnut Ave and parking constructed below grade under both properties.
- The Urban renewal plan anticipated that a minimum of 20% of the gross floor area developed in the project area would be civic uses. The civic use component envisioned under the Urban Renewal Plan has not been constructed yet. There have been numerous task force committees formed over the years with both citizen volunteers and city representatives to address the implementation of the civic use portion with the conclusion that the civic use component as envisioned by the Urban Renewal Plan is not commercially and/or financially feasible as defined. The Civic Use Task Force IV (“CUTF IV”) made the recommendation to the City Council (and such recommendation was accepted) to modify the concept to allow for civic uses in conjunction with commercial use.

In November 2019, using the 2013 feasibility study as the basis, the MANAGEMENT AND OPERATING AGREEMENT BETWEEN THE CITY OF BOULDER, CENTRAL AREA GENERAL IMPROVEMENT DISTRICT, AND ST JULIEN PARTNERS LLC CONCERNING THE CIVIC USE PAD FACILITY was executed by all parties. Attached as Appendix C

**SITE AMENDMENT REVIEW, LAND USE PRE-APPLICATION REVIEW: PAR2022-00014**

- Proposed project includes approximately 60,000 sf with a First Floor Event Space and Three Floors of Extended Stay Guest Rooms connected to St. Julien Hotel over the 10th St. pedestrian easement.
- Temporary Egress Stair is not allowed to encroach into the Pedestrian Easement.
- Boulder Revised Code (Section 8-6-3) does not allow private encroachments into public easements; 4240 to submit a request for vacation, modification of the easement to accommodate the structural column and provide 8'-0" min clear path.
- New floor area of the proposed Civic Structure must not exceed 50% of floor area for the existing St. Julian structure.
- If the cost to construct the proposed Civic Structure exceeds 50% of the existing structure value, the ‘ENTIRE’ structure (including the existing St Julian structure) will need to be floodproofed to two feet above the current regulatory base flood elevation.

PROPOSED SITE AMENDMENT, LAND USE REVIEW: LUR2023-00046 25 September 2023
In an effort to accommodate existing conditions, as well as the efforts of the Civic Use Task Force IV, the building is now approximately 56,900sf. Refer to Appendix D for square footage comparison(s) of the previously proposed Children’s Museum and the current Proposed Site Amendment.
- The building contains a First Floor Event Space with Pre-Function, Prep Kitchen and support facilities with Three Floors of Extended Stay Guest Rooms connected to the St. Julien Hotel over the 10th Street Pedestrian Easement. There will be approximately 39 Guest Suites.
- Cost to construct the proposed Civic Structure will not exceed 50% of the Existing Structure(s) Value. Refer to Appendix A.
- The Floor Area for the proposed Civic Structure is 15,394 < 50% of 46,998sf

SITE CONTEXT
At the time of the original Site Review Application, the northeast corner of 9th and Canyon was the largest vacant piece of land in downtown Boulder. The project site was to serve as a gateway to downtown and a critical connection between the city’s civic center (the Main Library and Municipal Building are across Canyon), Boulder Creek and the Downtown Business District. Today, the Walnut Street side of the site has a mix of restaurants, shops, and offices. Along the alley and to both the east along Canyon, the site is bordered by tall office buildings, with restaurant and retail located at the first level. The property directly adjacent to the site on the east is a mix of retail, office space on the main floor and condominiums above. To the southwest, significant views of the Flatirons are visible from the site.

BOULDER CREEK FLOODPLAIN
Much of the project site is located in the Boulder Creek 100-year floodplain. Southern portions of the site are also located in the conveyance and high hazard zones. Flood restrictions have helped to shape the site design and general building layout. A key element of the original project was the relocation of the conveyance zone boundary to the south to allow full use of the civic use building site. In addition, floodplain restrictions have required that non-residential buildings (including the parking garage) be floodproofed without human intervention and hotel rooms be elevated above flood protection elevations. As proposed in this site review amendment, as those previously, the first floor of the civic use building would be located two feet above the flood protection elevation, as required.

SITE DESIGN
ACCESS, TRANSPORTATION AND MOBILITY
Access to the Civic Building is available by pedestrians along 9th and 10th Streets, Walnut or Canyon. There is public parking below the site with elevator access to building entry with available bike and car parking and public transportation located nearby. Directional signage and the 10th Street site design are intended to separate people walking down 10th Street from cars entering and leaving the existing underground parking garage that sits directly below the Hotel and future Civic Use Building. As a condition of the original Site Review for the hotel, St. Julien provided a Pedestrian Easement to serve as the gateway into downtown and connect downtown to the City’s Civic Center, refer to R1.01. The buildings entry has been oriented such that it is adjacent to the elevator at the public parking as well as to pedestrians along the 10th Street Corridor.
The Garage has 656 parking spaces, of which 100 are for the sole use of the existing hotel, while the remaining 556 spaces are allocated for public parking. There are also 58 spaces for bicycles located both within the garage and on the adjacent sidewalk at grade. As outlined in LUR2001-00017, there are no additional parking requirements for the civic use building as it is located within CAGID.

OPEN SPACE AND LANDSCAPE
The existing landscape plan for the property shows a variety of plant and hard surface materials which accent streetscapes and enhance the projects buildings, including a Walnut Street entry court, approximately 50,000sf of publicly accessible open space on the southern side of the property, and the 10th Street corridor.

The Civic Use Building is located entirely over the existing CAGID Garage, which sits above grade to provide flood protection at proposed openings for the building. As the existing garage expands to the extent of the property line(s), we do not have an opportunity to provide landscape along the 10th Street alley on the north and east sides of the building. To soften the urban landscape along the north, we have provided planters along the balcony perimeters at levels two thru four and a green roof above the mezzanine where the building is able to step back.

BUILDING DESIGN
BUILDING SITING AND PUBLIC REALM
The Civic Use Building is oriented towards the south with views of the City's Civic Center, Park and Flat Irons. The existing landscaped gardens, trees and adjacent publicly accessible open space is to remain and serve both the hotel and Civic Building. The pedestrian easement is intended as a connection from downtown to the Civic Center, while drawing pedestrians thru the entry court of the Civic Use Building and down towards the park. The entry court is to have a warm, subtle glow with layers of transparent transitional areas and decorative paving. Refer to A3.04, L1.00 and LP200.

FORM, MASSING, DESIGN AND MATERIALS
The building height, mass, scale, orientation, and configuration are compatible with the existing character of the area and the 55’ building height aligns with the buildings in the immediate area. The intent for the massing of the Civic Use Building is to complement the adjacent materiality of both the Hotel and the neighboring structure, while expressing its own identity – refer to A2.03. In finding balance with the civic program on the main level and hotel above, the building has naturally evolved into a form with a solid, heavy base, a rhythmic middle and a lighter top. Paying homage to the neighboring flat irons, we would propose using red sandstone to form the base – as is used in institutions across Boulder, cut or modular buff stone and metal inter-locking panels, refer to A2.01 and A2.02. Each guest suite would have their own patio, which will provide relief within the perimeter planes and add depth to the elevations on the north and south sides of the building. As outlined on the original Site Review, our FAR is not to exceed 1.5 (1.49 with 10th Street vocation included, 1.61 with 10th Street without). The proposed design has a calculated FAR of 1.61 without 10th Street vocation.

One of the design challenges for this project was to accommodate the existing structure within the parking garage, without the need to reinforce or modify the structure and existing flood protection – while providing a clear span for the Banquet and Conference Facilities. To provide shoring, transfer beams, columns or new footings would have had significant impact on the parking garage and disrupt the buildings continuous waterproof membrane. To this effort, we have removed a planned mechanical mezzanine in the garage and aligned the columns directly above where they are currently located. We are utilizing post-tensioned concrete slabs to minimize the floor thickness and weight of the structure, while aligning the floor heights with the adjacent hotel. Without the ability to reinforce columns within the garage, the building form has less flexibility to step in plane or vary in height. Our post-tensioned slabs
have gained strength in their continuity and resting on the perimeter column line to avoid over-loading interior columns.

To maximize southern exposure for the conference facilities and enliven the pedestrian corridor, we have located the main egress stair on the east side of the building, with the back of house, existing garage egress and kitchen along the north and northeast sides of the property. The exhaust from the existing parking garage is also located along the east side at the north and south corners.

On April 12, 2007 the adjacent neighbor at 1095 Canyon Boulevard had a public hearing to discuss their proposed new development. One of the required terms for the project's approval was to execute a Recorded Declaration of Use for the previously approved 55'-0" high Civic Use Structure. In an effort to soften the east side of the building, we have aligned a step directly across from the existing balconies.

PROJECT SCHEDULE
The anticipated Schedule has Construction Documents being submitted in the third quarter of 2024, with Construction completed in the third quarter of 2025.
VALUATION

Note: The Assessor combined the values of St Julien Hotel and St Julien Garage in 2018 whereby previously the components had individual assessments. The Assessor assigns a zero value to the CAGID garage, not being a taxable property.

Following the logic below, using the 2017 St. Julien garage value applied on a percent basis to the CAGID garage at the 2017 to 2023 inflation factor, the combined gross property has a value of approximately $113 million. The combined gross structural value is approximately $100 million.

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<tr>
<th></th>
<th>Structure Only</th>
<th>Gross Value</th>
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<tr>
<td>St Julien Hotel &amp; Garage</td>
<td>$73,886,900</td>
<td>$87,100,000</td>
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<td>(5/22/2023 BC Assessor)</td>
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<td>St Julien Garage - improvements only assuming land is not a factor for the CAGID garage (2016 assessment, paid in 2017)</td>
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<td>$3,378,900</td>
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<td>CAGID Garage (2016 assessment based 84/16 split between St Julien and CAGID ~$3,378,900/.16 less $3,378,900</td>
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<td>$17,739,225</td>
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<td>CAGID garage in 2023 value at avg 5.79% annual increase based on ($55,368,000 hotel+$3,378,900 garage) to combined $87,100,000 over 7 years</td>
<td>$26,300,732</td>
<td>$26,300,732</td>
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<tr>
<td>Combined Value of Existing Land/Improvements - Hotel &amp; Garage</td>
<td>$100,187,632</td>
<td>$113,400,732</td>
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Assessment Report for Account R0608066

Today's Date: 9/22/2023

Account

Account Number: R0608066
Parcel Number: 146125497004
Tax Area: 000018
No. of Improvements: 1
Site Address: 900 WALNUT ST
Neighborhood: CENTRAL BOULDER

Total Account Value

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Improvements

Section: 1
Class: COMMERCIAL CONDOMINIUM
Built: 2004
Design: HOTEL, FULL SERVICE

Number of rooms:
Total: 201
Bedrooms: 0
Full Bath: 0
3/4 Bath: 0
Half Bath: 0

Areas of levels in sq. ft.
HOTEL, FULL SERVICE 158742

Section: 2
Class: COMMERCIAL CONDOMINIUM
Built: 2004
Design: UNDERGROUND PARKING STRUCTURE

Number of rooms:
Total: 0
Bedrooms: 0
Full Bath: 0
3/4 Bath: 0

Areas of levels in sq. ft.
UNDERGROUND PARKING STRUCTURE 37800
Table of Contents

01 Program
02 Opportunities and Constraints
03 Plans
04 Sections
05 Massing
06 Optional Bridge Connection
### Civic Pad Development

#### Preliminary Program and Area Calculations

#### Civic Pad

<table>
<thead>
<tr>
<th>Room/Space</th>
<th>Net Area (sq ft)</th>
<th>Gross Area (sq ft)</th>
<th>Notes</th>
</tr>
</thead>
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<tr>
<td><strong>LEVEL 1</strong></td>
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</tr>
<tr>
<td>1.10 Open Event Space</td>
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<tr>
<td>Conference Room - A</td>
<td>6,700</td>
<td>6,700</td>
<td>Room A combined with pre-function</td>
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<td>Conference Room - B</td>
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<td>Quantity (2)</td>
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<td>Conference Room - C</td>
<td>2,250</td>
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<tr>
<td>Conference Room - D</td>
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<td>1.20 Pre-function</td>
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<td>Includes coat room</td>
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<td>1.30 Restrooms</td>
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<td>1.40 Warming Kitchen</td>
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<td>1.50 Vertical Circulation</td>
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<td>1.60 BOH/Service Corridor</td>
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<td>Includes fan room exhaust wells</td>
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<td><strong>Total Level 1</strong></td>
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<td><strong>LEVEL 2</strong></td>
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<td>2.10 St. Julien Hotel - Expansion</td>
<td>12,190</td>
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<td>Exterior terraces not included</td>
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<tr>
<td>2.20 Circulation</td>
<td>900</td>
<td>1,000</td>
<td>Guest corridor 6’ wide</td>
</tr>
<tr>
<td>2.30 Vertical Circulation</td>
<td>680</td>
<td></td>
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<tr>
<td>2.40 BOH/Service</td>
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<td><strong>Total Level 2</strong></td>
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<td><strong>LEVEL 3</strong></td>
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<td>3.10 St. Julien Hotel - Expansion</td>
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<td>3.20 Circulation</td>
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<td>3.30 Vertical Circulation</td>
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<td>3.40 BOH/Service</td>
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<td><strong>Total Level 3</strong></td>
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### Level 4

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<td>12,190</td>
<td>Exterior terraces not included</td>
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<td>4.20 Circulation</td>
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<td>Guest corridor 6’ wide</td>
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<td>4.30 Vertical Circulation</td>
<td>680</td>
<td></td>
</tr>
<tr>
<td>4.40 BOH/Service</td>
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<tr>
<td><strong>Total Level 4</strong></td>
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### Level 5 - Civic Event Space

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<tr>
<td>5.10 Roof Top Terrace</td>
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<td>Open, flexible outdoor event spa</td>
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<tr>
<td>5.20 Mechanical/Electrical Rooms</td>
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<td>5.30 Elevator Foyer/Vestibule</td>
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<td>5.40 Vertical Circulation</td>
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<td><strong>Total Level 5</strong></td>
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### Mezzanine Level (Above Parking Level 1)

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<th>Room/Space</th>
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<td>0.10 Storage</td>
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<td>Event space storage - chairs, tat</td>
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<td>5.40 Vertical Circulation</td>
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<td><strong>Total Level 5</strong></td>
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### Total Building Area

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<tr>
<td><strong>Total</strong></td>
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</table>
Opportunities:

i. Connection to West End Civic Plan
ii. Connection to Walnut St and Mall via Alley
iii. Connection to Civic Area (via Canyon Blvd crossing – street level or bridge)
iv. Connection to 9th and Walnut Parking Garage and potential mezzanine storage space
v. Large ground level multi-function public space with natural light
vi. Roof top activity terrace
vii. Facility sharing with St Julien Hotel
viii. Living Building Challenge Designation

Possible Constraints:

i. Building height limit of 55’ and roof top use
ii. Flood Conveyance zone
iii. Bridging Canyon Blvd – State Highway (14’ min clearance?)
SECTION A

Upper Level Roof Deck Floor Plan

ST. JULIEN HOTEL (ROOF)

FLAT ROOF CONNECTOR

NORTH WALNUT VIEW DECK

MULTI-PURPOSE ROOF DECK (7,454 SF)

ELECTRICAL ROOM

MECHANICAL ROOM

SERVICE ELEVATOR

VERTICAL GREEN SCREEN WALLS

RAISED PLANTERS

FLATRON VIEWS

PARK VIEWS

SECTION B
Civic Event Space Configurations

Partitioned Event - with prefunction

Configuration B
(3, 350 sf)

Configuration C
(2, 250 sf)

Configuration D
(1, 100 sf)

Open Event
(8, 400 sf)

Configuration A
(6, 700 sf)

Configuration B
(3, 350 sf)
Massing Model - view from southeast
Massing Model - view from southwest
Optional Bridge Connection - Across Canyon Blvd.
Optional Bridge Connection - Across Canyon Blvd.
Optional Bridge Connection - Across Canyon Blvd.
MANAGEMENT AND OPERATING
AGREEMENT BETWEEN
THE CITY OF BOULDER, CENTRAL AREA GENERAL IMPROVEMENT DISTRICT, AND ST JULIEN PARTNERS LLC
CONCERNING
THE CIVIC USE PAD FACILITY

THIS AGREEMENT is made this [18] day of November 2019 by and between the City of Boulder, a Colorado home rule city (the “City”), the Central Area General Improvement District (“CAGID”), and St. Julien Partners LLC (“St Julien”) (collectively, the “Parties”).

RECITALS

A. The Parties have defined and collaboratively worked toward the development of improvements at the Civic Use Pad, located as a limited common element to the St. Julien H1 unit (generally to the east of St. Julien Hotel bordered by Canyon and the 10th Street connector), Boulder, Colorado 80302 (the “Civic Use Pad”), which serves their mutual interests and the civic uses referred to in the Ninth and Canyon Urban Renewal Plan, adopted in 1988, modified in 1995 and amended in 2015 by Ordinance 7989.

B. St Julien will, at its own expense and as anticipated by the Letter of Intent (Exhibit I), negotiated by the Parties, dated July 30, 2015, develop the Civic Use Pad building including three floors of extended stay hotel units and ground floor flexible amenities intended for use by St Julien Hotel guests and Boulder civic groups and not-for-profit organizations fundamentally in the conceptualization jointly commissioned by the Parties in November 2013 (Exhibit II).

C. St Julien will construct the Civic Use Pad including space available on the ground level for civic uses as further described herein (the “Facility”) to include a catering/warming kitchen, restrooms, storage and approximately 8,400 square feet of furnished flexible meeting spaces including meeting/conference spaces of varied sizes which can be combined to create a large meeting/gathering venue to accommodate use for meetings, fund raising events, celebrations, exhibits and art exhibits and performances.

D. After St Julien has received a certificate of occupancy or completed a final inspection for the Civic Use Pad building (including the Facility), the Parties will fulfill the intent established in the Letter of Intent concerning accommodated civic use of the Facility and St Julien’s ability to ensure sustainable maintenance and operation of same. This agreement shall commence upon the issuance of the certificate of occupancy (“CO”) and terminate on the CO’s 20th anniversary.
COVENANTS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the City and St Julien agree as follows:

I. ST JULIEN OWNERSHIP, OPERATION AND MAINTENANCE RESPONSIBILITIES

a. St Julien is the owner of the Civic Use Pad and shall be (or its assigned) the owner of the Facility and shall retain all revenues and incur all expenses associated with its ownership, maintenance and operation.

b. St Julien shall be responsible for all issues related to the ownership, operation and maintenance of the Facility and shall comply with all laws and regulations.

c. St Julien will market by letter to the organizations listed in Exhibit V and such other organizations as the City and St Julien mutually agree by annual email/digital mailings.

d. If requested, St Julien shall participate in biannual meetings between St Julien leadership and City of Boulder to evaluate and ensure continued civic use and the continued professional, safe, and mutually beneficial operation of the Facility.

II. CITY and/or CAGID RESPONSIBILITIES

a. The City and St Julien shall mutually and annually modify the list of not-for-profit participating organizations which may participate in the Facility civic use initially set forth in Exhibit V.

b. The City, in its sole discretion and as resources allow, may use some portion of the accommodations tax revenue generated from annual Civic Use Pad Improvement Extended Stay Units and/or a portion of the recurring non-mill levy CAGID fee annually paid by St Julien to fund a city subsidy for civic use and offset for civic use which maximum subsidy shall not exceed $250,000/year.

c. The City and/or CAGID, as appropriate, acknowledge the necessity to provide assistance and/or coordination as an integral part of the Project and agree to modify whatever documents may be deemed necessary, including the formation of additional condominium units (allowed for within existing agreement) and agree to be responsive on a timely basis as the Project progresses through the approval stages (e.g. Condominium Association, Map and associated agreements, Easements, and Parking Storage/Mechanical Mezzanine of for which CAGID acknowledges their impact on its condominium unit as depicted in Exhibit II).

III. CIVIC USE

Notwithstanding anything in Section I above, the Parties agree that St Julien will provide for local not-for-profit organizations and civic group use of the Facility year-round (e.g. no black-out dates). Such groups can reserve un-booked space at any time but will have a first right to reserve a space in the Facility one year in advance (and no more than 24 months). At any time within the one-year booking window, St Julien may schedule the space for other groups and uses as ancillary to its hotel operation. The following practices and terms shall apply to civic use of the Facility and/or as stated in the Facility Rental Agreement (Exhibit III):
a. For purposes of this Agreement, “not-for-profit organizations” will refer to nonprofit organizations with offices and operations in the City of Boulder or in Boulder County designated by the Internal Revenue Services as 501(c)3 organizations or community groups directly serving City of Boulder residents or community groups, which are mutually approved for program participation by the City of Boulder and St Julien annually and distributed by hard-copy or digital list, which approval will not unreasonably be denied. Such not-for-profit organizations will include, but not be limited to, the illustrative list of not-for-profit organizations set forth as Exhibit V which list may be amended as the Parties agree annually. Any addition or removal of a not-for-profit from the list will be required to be mutually approved by the Parties in a manner similar to the annually approved list.

b. St Julien agrees to rent the Facility (or any portion thereof) as a civic use at the following rates (“Discounted Fee”) which the City may subsidize in whole or in part in accordance with the terms of Section II above: (See Exhibit IV - Rates)

c. Individual not-for-profits may reserve the Facility (or portions thereof) up to three days per year which may not include successive weeks but may include several successive days as mutually agreed by St Julien and the City. If excessive days (>3 in succession) are agreed, the deposit and forfeiting clause will be established separately.

d. Not-for-profit use will assume event set-up, access to and use of the terrace, restrooms, use area entry space and use area furnishings. Not-for-profits will be afforded similar discount, if any, for any AV provided by qualified AV suppliers, a list of which is attached as Exhibit VI, and subject to modification from time to time, supplemental furnishings (if provided by an approved caterer) and portable bar use. Nonprofit use and discounts will not apply to parking facilities, valet services, catering or use of any spaces beyond the Facility. Approved caterers will have access to the warming kitchen in accordance to a catering agreement for a fee of [$500] - subject to adjustment as in paragraph ‘g’. The initial list of approved caterers is set forth in Exhibit VI. The Parties will adjust the fee from time to time. The intent of any fee adjustment will be to ensure that the St Julien is compensated for the costs to use the Facility.

e. There will be no additional charges applied for bringing in outside catering associated with civic use except for usage, if any, of the warming kitchen fee and associated insurance and deposit requirements. In those instances, St Julien may require reasonable insurance be held by the reserving not-for-profit which lists St Julien and the City of Boulder as named insureds associated with the not-for-profit’s civic use.
f. Civic Space Use by nonprofits which intend to serve or sell alcohol during its reserved event shall follow all laws and regulations for donated alcohol and require use of St Julien TIPS alcohol certified bartenders to serve (at an hourly cost defined as 2.5x two and one-half times the then current Colorado minimum wage for tipped employees. St Julien may be available but is not required to provide alcohol and service at a cost and terms mutually agreed with the renting organization.

g. Facility rental rates (Exhibit IV) charged by St Julien under this Agreement may be adjusted annually by not more than the Consumer Price Index for all urban consumers (CPI-U) for the Denver-Boulder Greeley CO area as published by the Bureau of Labor Statistics from time to time.

h. Subject to the year in advance first right above and to existing private or civic bookings at the time of application, there shall be no blackout periods or unavailable dates preventing reservation for civic use under this Agreement unless agreed upon by the City and St Julien in writing. That notwithstanding, St Julien will not be required to reschedule any previously scheduled and deposit-paid use of the Facility in order to accommodate civic use.

i. Not-for-profit organizations will be required to reserve the Facility (or portions thereof) via completion of the Facility Rental Agreement (Exhibit III) provided by St Julien and will, with that reservation form, provide required proof of then-current Colorado nonprofit designation and a deposit. Unless otherwise agreed, a minimum of 90-days advance booking reservation will be required for civic use including:
   - In excess of 100 visitors; and/or
   - Anticipating the sale or consumption of alcohol during its on-premises event.

j. Unless fully subsidized by the City pursuant to Section II above, not-for-profit organizations will be responsible for payment of all fees and expenses associated with its civic use of the Facility. Full payment of rental-related fees and expenses must be remitted not less than 45 days prior to its event(s). Failure to provide the Use Fee remainder could result in (a) forfeiture of its reservation and/or (b) late payment charge of five percent of the total reservation (excluding fees and non-space rental charges).

k. Not-for-profit organizations cancelling a reservation/hold within 45 days of the event will forfeit 50 percent of its deposit which may be retained by St Julien. In the event of cancellation, St Julien will be under no obligation to otherwise hold that portion of the Facility for other not-for-profit use or to provide the canceling organization with alternative Facility use reservation.

l. Users of the Facility may not assign or in any way transfer its rights under the Facility Rental Agreement to any other parties and users may use the space only for that organization’s purposes.
m. The City agrees to further develop and implement a process ensuring transparent consideration of applied city subsidy to participating not-for-profits and community groups. This process is attached and incorporated herein as Exhibit VIII. As referenced in II(b), the City is under no obligation to provide a subsidy, and can do so in its sole discretion. The process will include the following elements:
   • The types of not-for-profits and community events that are eligible for a city subsidy to use the Facility;
   • The decision-making process that the City will use to analyze whether a not-for-profit may be granted a city subsidy.
   • The disbursement process for reimbursing a not-for-profit or the St Julien for use of the Facility.

IV. GENERAL CONDITIONS

a. Assignment. St Julien may assign its role under this Agreement as necessary to affect the goals envisioned by all parties and the assignments shall be recognized as valid and an integral part of this Agreement. St Julien agrees to ensure the performance of its assignees which will be related entities.

b. Governing Law. This Agreement shall be subject to the provisions of the Charter and Municipal Code Ordinance of the City of Boulder, and Colorado law.

c. No Third-Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City, CAGID, and St Julien. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the City, CAGID, and St Julien that any such party or entity, other than the City, CAGID, or St Julien, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

d. Severability. To the extent that this Agreement may be executed, and performance of the Parties’ obligations may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision of this Agreement be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other contract or provision.

e. Waiver. The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

f. Integration and Merger. This Agreement and attached Exhibits I thru VIII are intended as the complete integration of all understandings between the Parties. No
prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by St Julien, CAGID, and the City pursuant to city rules.

g. Appropriations. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Agreement, the City’s obligations under this Agreement are subject to annual appropriation by the City Council of the City. Any failure of a City Council annually to appropriate adequate monies to finance the City’s obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to St Julien of any failure to appropriate such adequate monies.

h. Authority. St Julien warrants that the individual executing this Agreement is properly authorized to bind St Julien to this Agreement.

i. Compliance with Laws. At all times during the performance of this Agreement, St Julien shall strictly adhere to all applicable federal, state, and city laws. The term “laws,” as used in this Agreement, includes, without limitation, all federal, state, county, and city statutes, ordinances, codes, charters, laws, rules and regulations.

j. Notice. Whenever notice is required by this Agreement, it shall be in writing, by email, hand-delivery, or certified mail, return receipt requested, and addressed to the following:

City of Boulder:

City Manager
1777 Broadway
Boulder, Colorado 80306

And

St. Julien Partners LLC, Manager
1881 9th Street – Ste 115
Boulder, Colorado 80302

CAGID:

CAGID BOARD
City Manager
1777 Broadway
Boulder, Colorado 80306
With a copy to:
City of Boulder
Department of Community Vitality
1500 Pearl Street, Ste. 302
Boulder, Colorado 80302

Notice given by hand-delivery shall be effective immediately and notice by mail shall be
effective three days after it is deposited in the United States mail depository correctly addressed
with sufficient postage for delivery.

k. Governmental Immunity. No term or condition of this Agreement shall be construed or
interpreted as a waiver, express or implied, of any of the immunities, rights, benefits,
protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-
1—101 et seq., C.R.S., as now or hereafter amended.

This Agreement shall be effective as of the date written above on the first page.

ST JULIEN PARTNERS LLC

By:

Bruce Porcelli
Managing Member

STATE OF COLORADO )
) ss.
COUNTY OF BOULDER )

Acknowledged before me, a notary public, this 5th day of November, 2019, by
Bruce Porcelli as Managing Member of St. Julien Partners LLC.

Witness my hand and official seal.
My commission expires: 12/21/2019

Notary Public

(SEAL) KRISTIN SHRADER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034018668
My Commission Expires Dec. 21, 2019
CITY OF BOULDER,

Jane S. Brautigam,
City Manager

ATTEST:

Lynnette Beek,
City Clerk

APPROVED AS TO FORM:

City Attorney’s Office

Date: 11-15-2019

CITY OF BOULDER CENTRAL AREA
GENERAL IMPROVEMENT DISTRICT

By: President, Board of Directors

Attest:

By: Secretary and Treasurer

Attachments
   I. Letter of Intent Negotiated by the Parties, dated July 30, 2015
   II. Conceptual Design for the Civic Use Pad Building jointly commissioned by the Parties in November 2013
   III. Facility Rental Agreement
   IV. Room Rental Rates to Eligible Organizations
   V. Initial list of Civic Use groups and Not-for-profit organizations
   VI. Initial list of approved Caterers and AV suppliers
   VII. Catering Agreement for Approved Caterers [to be provided]
   VIII. City of Boulder Subsidy Eligibility Narrative
LETTER OF INTENT

City of Boulder,
Central Area General Improvement District, and
St Julien Partners LLC

July 30, 2015

Re: Letter of Intent ("LOI") regarding the responsibilities of the St Julien Partners LLC ("St Julien"), Central Area General Improvement District, and the City of Boulder for the development of the civic use pad.

BACKGROUND

A. The Ninth and Canyon Hotel and Parking Condominium (the "Project") is a multi-use development that incorporates the combination of hotel and ancillary hotel services. The Project also includes a major parking facility for the Central Area General Improvement District (CAGID).

B. The Project was developed in a manner that is generally consistent with the Boulder Urban Renewal: Ninth & Canyon - 1995 revised plan (the "Urban Renewal Plan").

C. The Urban Renewal Plan envisioned a development to be built on property owned by CAGID at Ninth Ave and Walnut Street generally located in the northern portions of Block 45, of the West Boulder plat and property owned by St. Julies that is generally located on the southern portions of Blocks 44 and 45 of the West Boulder plat. The two properties were combined and a hotel was constructed that fronts on Walnut Ave and parking constructed below grade under both properties.

D. The urban renewal plan anticipated that a minimum of 20% of the gross floor area developed in the project area would be civic uses. The civic use component envisioned under the Urban Renewal Plan has not been constructed yet. Numerous task force committees were formed over the years with both citizen volunteers and City representatives to address the implementation of the civic use portion with the conclusion that the civic use component as envisioned by the Urban Renewal Plan is not commercially and/or financially feasible as defined. The Civic Use Task Force IV ("CU TF IV") made the recommendation to the City Council (and such recommendation was accepted) to modify the concept to allow for civic uses in conjunction with commercial uses.
July 30, 2015

Re: Letter of Intent — For the development of the civic use pad between St. Julien, Central Area General Improvement District, and the City of Boulder

E. This LOI is written to inform the intention of the parties, St. Julien, CAGID, and the City, subject to the assumptions and provisions stated within. St. Julien intends to design, construct, maintain, own and operate the civic use component of the building (the “Facility”). The Facility will be a part of the Project and is intended to meet the civic use requirement of the urban renewal plan. It is anticipated that assistance and/or coordination by CAGID and/or the City will be an integral part of the Project.

F. The parties agree to modify any documents to allow meeting space as a civic use on this site.

G. As used in this LOI, when the term “civic use space” is used, it is intended to describe a first floor event space and rooftop deck area over all or a portion of the new building on the civic use pad that will be available for use by community members and visitors through rental of space by civic groups and not-for-profit organizations. It is anticipated the civic use space will be used for meetings, celebrations, exhibits, fund raising events and art exhibits.

H. The Facility will be constructed on the Civic Use pad and will be maintained by St. Julien.

RESPONSIBILITIES AND NEXT STEPS

1. Purpose. Each party acknowledges that this letter is a good faith effort to set forth some of the basic understandings concerning the implementation of the urban renewal plan, as modified to allow the Facility. An assortment of decisions, reviews, and approvals are necessary for any of the terms within to be completed. The Parties state that no commitment should be assumed until all such approvals are obtained and necessary agreements completed. This letter serves as the basis to identify the fundamental issues underlying the subsequent approvals and agreements.

2. Project Consent. St. Julien will provide specific benefits anticipated in the urban renewal plan through the creation of the first floor event space, and possibly a rooftop deck that may be used by the community as well.

a. St. Julien will finance and construct the building on the Civic Use Pad and any cost contributions/civic use subsidy by the City and/or CAGID will be identified during this process.

b. The event space and the rooftop deck will be available for use by community members and visitors through rental of space by civic groups and not-for-profit organizations. It is anticipated the civic use space will be used for meetings, celebrations, exhibits, fund raising events and art exhibits.
Re: Letter of Intent — For the development of the civic use pad between St. Julien, Central Area General Improvement District, and the City of Boulder

3. Design of the Space. The parties will develop the process for the design of the space so that it will meet the purposes of carrying out this memorandum.

b. The parties intend to design space in order to optimize its use for a wide range of events including performances and arts events, as well as others.

c. The first floor will be designed with transparent window and door openings in the event space on the south side of the building and to the west (to the extent possible) to provide for views to the west and south.

d. Consideration will be given to the integration of design for the potential of adding a pedestrian bridge over Canyon Boulevard, although the actual design of such a bridge is a future effort.

e. The building will be designed, if deemed feasible through the design process as to architectural constraints and commercial functionality, with an outdoor rooftop area that will be available for use by community members and visitors through rental of space by civic groups and non-profit organizations at a reduced rate and exploration of circumstances when the space could be used for free.

4. Regulatory Approvals. The Parties anticipate that the following regulatory approvals will need to occur to accommodate the project.

b. Development Review Approvals. St. Julien will be responsible for preparing and submitting the applications that may be necessary for concept review, site review, or use review that may be required by the Boulder Revised Code.
Re: Letter of Intent — For the development of the civic use pad between St. Julien, Central Area General Improvement District, and the City of Boulder

c. Technical Documents, Building Permits, Construction and Inspection. St Julien will be responsible for preparing and submitting the applications necessary for constructing the project, including without limitation, technical documents, building permits, and inspection reports that may be necessary for the construction of the Facility.

d. Business Licenses. The St Julien will be responsible for seeking approval of the necessary business licenses for the use and rental of the event space and the rooftop deck, including without limitation assistance with the coordination of any appropriate liquor licenses for events catered by third parties. The parties intend that the event space and outdoor deck will be used by community groups in a manner that does not violate any regulatory approvals.

5. Agreements. The Parties anticipate that the following Agreements will need to be developed to implement this Letter of Intent.

a. Management Agreement. CAGID, the City, and St. Julien will enter into a management agreement which will set forth the standards under which the event space and rooftop deck will be operated. The Parties will analyze the needs and criteria for the management of the civic use spaces. The management agreement will include the standards and criteria for the management of the event space, including without limitation the following:

i. A statement of the intent of the event space will be that it can be used by local not-for-profit groups or other civic groups at a reduced rate (e.g., to be defined in discussions with local civic users). The event space will be used in a manner so as to at least be cost neutral to St Julien (e.g., to be defined to cover basic utilities, maintenance and repairs, etc). The St Julien will separately track those direct expenses related to the civic space rentals to ensure St Julien is not deriving profit from those designated as civic use. In addition, St. Julien will use its various staff (e.g., sales, marketing, accounting, etc) without reimbursement to be available as a resource to the various civic groups to present the space, manage the logistics of usage, and coordinate maintenance, repairs/repairs.

ii. The Parties will develop a list of qualified caterers that will be eligible to provide service to entities that will use the event space. St Julien will be an authorized caterer for the space. The list of qualified caterers will be reviewed and updated on a regular basis to be determined in the management agreement.

iii. The Parties will develop a method for scheduling the space. It is anticipated that there will be an opportunity to schedule events approximately one year in advance of the activity. After local not-for-profit and civic groups have had an opportunity to schedule events, St Julien will be able to schedule the space for other groups as part of the overall marketing efforts of the hotel.
iv. The City will consider and analyze options for the creation of civic benefits subsidies that will be intended to make the use of the space affordable for local not-for-profit or civic groups.

b. Condominium Agreement. The Parties will review and amend the Condominium Declaration for the Ninth and Canyon Hotel and Parking Condominium and associated agreements to ensure that these agreements are consistent with this letter of intent.

c. Easements. The Parties will review existing easements, and modify them as necessary to permit the construction of the project, including the easements in the alignment of 10th Street and any access easements, rights, or agreements associated with a pedestrian bridge over Canyon Boulevard to the Library Building or other civic space or building that may be constructed in the future.

d. Parking Garage Storage Area. The Parties acknowledge that the needs of mechanical and/or event space storage will likely necessitate the creation of additional space below the pad (e.g. mezzanine to the existing garage) and may encroach on existing garage storage space. Final agreement with CAGID, the owner of the garage parking unit, will be part of the management agreement.

6. Miscellaneous

n. The Parties intend to support such other agreements and approval between and among each other, and BURA. The parties also support the idea that the application will be required to demonstrate compliance with local building and zoning laws. Under no circumstances will CAGID, Julien, or the City be represented as partners or joint venturers with each other in any way which would impose liability from one party to the other.

This LOI will not be construed as creating any obligations, contractual or otherwise, on the part of the Parties until the Parties have executed the subsequent agreements. Actions taken by any of the Parties, including but not limited to expenditure of funds, incurring or canceling other commitments or acts taken to implement any of the provisions of this LOI, will not be construed as part of the performance of the terms and conditions contained herein, nor will the party taking such action be regarded as having changed its position in reasonable reliance on the terms and conditions contained herein, so as to give rise to a claim of promissory estoppel or other equitable claims.

Sincerely,

The Parties.
Re: Letter of Intent – For the development of the civic use pad between St. Julien, Central Area General Improvement District, and the City of Boulder

APPROVAL

St. Julien Partners LLC
By: [Signature]
Name: Bruce Porcelli
Title: Managing Member
Date: 10 August 2015

Central Area General Improvement District
By: [Signature]
Name: Jane S. Brautigam
Title: City Manager as the ex-officio General Manager
Date: Aug 26, 2015

City of Boulder
By: [Signature]
Name: Jane S. Brautigam
Title: City Manager
Date: Aug 26, 2015

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
[Signature]
Table of Contents

01 Program
02 Opportunities and Constraints
03 Plans
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05 Massing
06 Optional Bridge Connection
Civic Event Space Configurations

Open Event

Partitioned Event - no partition

Partitioned Event - with partition
Optional Bridge Connection - Across Canyon Blvd.
Facility Rental Agreement

St Julien Hotel Company LLC ("Facility Manager") and ____________________ ("Renter") agree that the Renter may use the St Julien Tenth Street Event Center ("Event Center") and Hall _______ (denote A, B, C, D, or combination thereof as depicted on Exhibit I) on __________ (date of the event) pursuant to the following terms during the hours of ________________ ("Rental Hours") for an event ("Event"). Note: Halls are rented only in half-day (6 hour) or full day (12 hour) increments between the hours of 7:00 a.m. and 10:00 p.m. Event set-up, actual event time, and event clean-up must be completed within the agreed Rental Hours. The purpose of the Event is ___________________________ ("Intended Purpose").

Reservations and Payment

Reservations require a 50% rental deposit payable by check (entity/organization check only, no personal checks), money order, or credit card for the benefit of the Facility Manager at the time of booking, unless prior arrangements are made. The balance is due forty-five (45) days prior to the event. Deposit plus balance is the fee ("Fee"). In order to finalize a reservation, a signed Facility Rental Agreement ("Agreement"), with any additional documents required mentioned below, and rental deposit must be returned to Facility Manager. Verbal approval or partial submission of required documents or payments does not assure availability of the Event Center. The Fee for this Agreement is $____________________. Fee structure, as amended from time to time but not more than annually, is listed in Exh VI.

Facility Rules and Regulations

Subject to the list attached hereto as Exhibit II, Facility Manager reserves the right, pursuant to the goals of the Boulder Urban Renewal Plan ("URP"), to determine in its sole discretion whether any person/group seeking to use the Event Center is an "eligible organization" within the meaning of URP; and the Facility Manager reserves the right to decline to rent the Event Center to any person/group not meeting this requirement. Eligible organizations are those with established operations in the Boulder Valley having met criteria established by the Civic Use Task Force and are listed in Exhibit II with the purpose of utilizing the Event Center for meetings, celebrations, exhibits, fund raising events and art exhibits. To be included in the list of eligible organizations, to which the Renter must be added prior to executing an Agreement, refer to the process on Exhibit III.

Cancellation or Postponement:

1. Cancellation by Renter must be in writing and a cancellation fee equal to the amount of the rental deposit will apply.
2. If the Renter and the Facility Manager agree that the event must be postponed due to emergency, act of God, civil disturbance, or similar unforeseen circumstance, the Facility Manager will re-schedule the event on a space-available basis and the rental deposit will be transferred to the re-scheduled booking. The Facility Manager is not liable for any additional costs incurred by the Renter as a result of the postponement.

Included in the Rental Fee. In addition to the use of the space for the specified time, at Renter's request, a number of folding chairs and tables are available on site to accommodate up to [50] persons. Renter is responsible for set-up and break-down replacing items in their original places. Additional equipment (e.g., audio visual, flipcharts, etc) can be rented through "Recommended Providers" as described within this Agreement.

Use of the Event Center. Renter acknowledges that the use of the Event Center is subject to all applicable local, state, and federal laws and regulations. Renter's use of the Event Center must be lawful and consistent with its Intended Purpose. In any event, Renter hereby acknowledges that under certain circumstances it may forfeit the entire Rental Fee (as defined below). Under no circumstances is Renter allowed to sublet the Event Center to any third parties. The Event Center may only be used by Renter and Renter's invitees, organization members, relatives and friends whom you permit to access, use, occupy or enter the Event ("Permitted Invitees" or "attendees") for the Intended Purpose. Notwithstanding anything herein to the contrary, Renter assumes full responsibility for the use of the Event Center by Renter and its Permitted Invitees. Renter and its Permitted Invitees shall not enter areas of the Event Center that Renter has not reserved, or that are indicated as being closed to the public. Facility Manager shall not be responsible for death, personal injury or loss or damage to Event Center suffered by Renter or any Permitted Invitees in such areas. The number of occupants Renter may have on the Event Center must not exceed

[Signature]
the maximum number of occupants for the Event Center listed on Exhibit I. Children under the age of 14 must be supervised by Renter or an adult Permitted Invitee at all times. Renter and its Permitted Invitees agree to not use the Event Center for any other purpose other than the Intended Purpose. If during Renter’s use of the Event Center Renter or any of its Permitted Invitees use the Event Center for any purpose that Facility Manager’s deems, in its sole discretion, is not reasonably related to the Intended Purpose, Facility Manager’s reserves the right to require Renter or any of its Permitted Invitees to leave the Event Center. In addition, Renter or its Permitted Invitees may also be asked to leave the Event Center if Facility Manager’s determines, in its sole discretion, that Renter or its Permitted Invitees are, among other things, not complying with this Rental Agreement, causing a disturbance, annoying other guests or Facility Manager’s employees, or destroying or vandalizing the Event Center. If Renter or any of its Permitted Invitees is asked by Facility Manager’s to leave the Event Center, Renter agrees to leave immediately, and cause any Permitted Invitees to leave immediately, as the case may be, and acknowledge that Renter shall not receive a refund for any unused portion of the Event. Renter, its Permitted Invitees, and its vendors will have access to rented halls starting at the beginning of the rented time block (and no earlier). At the end of the rented time block, all Permitted Invitees must be departed, the Event must be over, and Renter and Renter’s vendors, if any, must have cleaned-up and departed.

Prohibited Activities. Renter acknowledges that neither Renter nor its Permitted Invitees are permitted to do any of the following while in or around the Event Center:

- Use tobacco, marijuana, or other THC products of any kind (smoking, chewing and/or vaping).
- Possess and/or use explosives or fireworks of any kind, including, but not limited to, legal and illegal fireworks, firecrackers, or similar items.
- Possess and/or use confetti, silly string (or like products), fog machines, or glitter of any kind. Helium balloons are permitted, however they must be popped by the client and properly disposed of in a trashcan or removed by the client at the end of the event.
- Throw rice or like products in the Event Center (inside or outside).
- Use tape, tacks or staples on the walls, floors, doors, furniture or existing décor.
- Possess, use, distribute, and/or sell illegal drugs and illegal drug paraphernalia.
- Possess and/or use weapons of any kind, including, but not limited to, handguns, shotguns, knives, etc.
- Engage in fighting (organized or not), violence, horseplay or harassment of any kind with respect to anyone.
- Conduct any acts that are criminal or wrongful in nature.
- Promote illegal behavior, or do anything to enable illegal acts to be performed.
- Post, advertise, view, or transmit any pornographic, indecent and/or sexually explicit photographs, videos, or material.
- Promote or participate in any lewd, indecent, or other sexual behavior, including, but not limited to partial or full nudity.
- Intentionally cover any advertising or promotional materials put in place by Facility Manager’s.
- Perform any act on the Event Center that could be considered a nuisance to any third party on or near the Event Center.
- Engage in gambling of any kind.
- Bring a pet onto the Event Center, except for service animals (such as guide dogs). Comfort/Emotional Support animals are not allowed.
- Move or rearrange fixtures, furnishings, furniture, or other items of movable nature.
- Damage fixtures, furnishings, furniture, or other items in the Event Center.
- Use candles not properly contained in a vessel taller than the candle itself and built to catch all drippings.
- Comply with all City of Boulder noise regulations and not have any amplification (e.g. bands, music, speeches, etc before 8:00 a.m. and after 9:30 p.m).

Renter assumes full responsibility for itself and any attendees who engage in a prohibited activity and shall pay a minimum $200.00 fine to Facility Manager in addition to paying for any and all damages caused by such prohibited activity and any government-imposed fines. Renter shall also pay the cost to repair or replace, as determined in Facility Manager’s sole discretion, any Event Center property damaged by Renter or any of its attendees while using the Event Center. All amounts owed to Facility Manager pursuant to this Rental Agreement, due to engaging in prohibited activities or otherwise, may be charged to the responsible party’s credit card.
Catering. If the Event will be serviced by a professional caterer ("Caterer") during Renter’s Event, such Caterer must execute the Catering Agreement attached as Exhibit IV. A list of approved Caterers, amended from time to time, is attached as Exhibit V and will be required to have a food service license from Boulder’s Department of Health as well as insurance coverage subject to certain minimums. If Caterer wishes to use the warming kitchen during Renter’s Event, a fee of $500 will apply, payable three (3) days before the Event. Only approved Caterers that have executed the Catering Agreement and paid the fee will have access to the warming kitchen.

Alcoholic Beverages. Alcoholic beverages are not allowed unless arrangements are made with the Facility Manager which is required by law to control service and consumption. No outside alcohol is permitted although alcohol donated to a nonprofit may be permitted when complying with the appropriate regulation.

Facility Manager will be responsible for exercising reasonable care (e.g. TIPS rules) in service of alcohol to attendees by (i) complying with all applicable laws pertaining to the service of alcoholic beverages, (ii) not serving alcohol to attendees under the legal age, which will require you to verify the age of any attendee who seeks to obtain alcoholic beverages, and (iii) declining to serve any attendees whom are believed to have consumed alcohol to excess.

Renter hereby indemnifies, defends, and holds harmless Facility Manager, its directors, officers, employees, agents, and shareholders from and against any and all losses, damages, claims, expenses, and liabilities of any kind, including the costs and defense thereof, caused by or arising from service of alcoholic beverages.

Security. At Facility Manager’s sole discretion and at Renter’s expense, security (referred to herein as “Security”) may be required during the event. This may depend on the nature of the event, the expected number of guests, and whether alcohol is served or not. Security required: _____________ (yes/no/no note).

Digital Recording and Surveillance. Facility Manager reserves the right to create and retain digital recordings of all activities at the Event Center for customer service, security, operational, and other lawful purposes, including confirmation of use of the space for its Intended Purpose. Renter consents to being recorded while at the Event Center.

Event Center and/or Equipment Unavailability. In the event the Event Center is unavailable due to acts of God, power outages, unexpected equipment failure including but not limited to the warming kitchen, plumbing, heating or air conditioning, Facility Manager will return any paid deposit and/or fee but will have no additional obligations to Renter. Notwithstanding anything to contrary herein, by executing this Rental Agreement, Renter hereby agree that Renter will not hold Facility Manager liable for any damages Renter or any Permitted Invitees may incur from any unavailability or interruption of the Event.

Risk of Damage. The Renter hereby assumes all risk of damage to the Renter’s property at the Event Center including but not limited to equipment, presentation materials, personal items, or other personal property brought upon or stored temporarily at the Facility, and the Renter is responsible for insuring such at the Renter’s sole expense. The Renter expressly releases Facility Manager from and waives all claims against Facility Manager for any and all liability, loss, injury or damage to the Renter’s property from any cause whatsoever. The Renter hereby holds Facility Manager harmless from liability for injury to the Renter’s operations or damage to the Renter’s property or any loss of income therefrom, whether such damage or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, ventilation, heating, plumbing, air conditioning or lighting fixtures, or from any other cause. The Renter shall defend and indemnify Facility Manager against any claim by a third party for damage to or loss of any Renter property brought into the Event Center by the Renter. All items that Renter wishes to retain must be removed from Event Center at the end of the rented time block. Items may not be stored at Event Center overnight and any items left after your time block will be discarded. Clean-up fees will apply if the Hall(s) and/or public spaces are not left in the same condition as entered.

Insurance. The Renter must provide proof of $1 million liability insurance coverage for its Event. The Facility Manager shall be included as a “named insured” on the Renter’s insurance policy. If alcohol will be sold or consumed, Renter must provide a copy of a Certificate of Insurance that includes “Host Liquor Liability” (liquor provided but not sold or “Liquor Liability” (liquor sold on premises), with limits of at least $1 million per occurrence.
Recommended Providers. Any list of products and/or service providers that Facility Manager have or may provide to you (each a “Recommended Professional”, and collectively referred to herein as “Recommended Professionals”) is done so as a courtesy referral to you only and in no way represents a partnership, joint venture, principal/agency relationship, or any other similar type of business relationship between Facility Manager and any of the Recommended Professionals. As such, Facility Manager makes no representation or warranty of any kind whatsoever to Renter, or to any other person, relating in any way to the quality or adequacy of the Recommended Professionals’ products and/or services. To the fullest extent permitted by law, Facility Manager’s expressly disclaims all warranties of any kind and nature, whether expressed or implied, relating to the products or services provided by the Recommended Professionals or your use thereof. In addition, Facility Manager makes no warranty that the Recommended Professionals will meet Renter’s expectations. In the event Renter elects to enter into an agreement with a Recommended Professional, Renter hereby agree and acknowledge that such agreement has been entered into at Renter’s own volition, and that entering into such agreement was not a condition precedent to you entering into this Agreement. Finally, any questions and/or comments regarding, among other things, products or services provided by the Recommended Professionals should be directed to such Recommended Professional and not to Facility Manager.

Release. Renter, for itself, and on behalf of all Permitted Invitees, hereby release, remise and forever discharge Facility Manager and each of its respective agents, directors, officers, employees, information providers, service providers, suppliers, licensors and licensees, and all other related associated, or connected persons from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature and kind whatsoever and howsoever arising, whether known or unknown, which now or hereafter exist, which arise from, or relate to, or are connected with Renter’s use of the Event Center. Renter hereby agrees that Renter and/or its Permitted Invitees will not pursue any legal action against Facility Manager or otherwise make a claim (or have any of your representatives or the representatives of any Permitted Invitees pursue any legal action or make a claim) against Facility Manager for any loss, accident, expense, damage, claim, warranty, injury or similar loss caused or incurred as a result of your use of the Event Center or arising out of any condition on the Event Center.

Indemnification. Renter agrees to indemnify and hold Facility Manager’s, its partners, subsidiaries, affiliates, officers and employees, and service providers harmless from any claim or demand made by any third party due to or arising out of Renter’s or its Permitted Invitees’ use of the Event Center, or any violation of this Agreement by Renter or its Permitted Invitees, or any inaccuracy of any information you provide to Facility Manager, and any expenses incurred in connection therewith, including without limitation reasonable attorneys’ fees.

Disclaimer of Warranties. Facility Manager makes no representation or warranty of any kind whatsoever to Renter or any other person relating in any way to the Event Center or Renter’s use thereof. To the fullest extent permitted by law, Facility Manager expressly disclaims all warranties of any kind and nature, whether express or implied, relating to the Event Center or Renter’s use thereof. Facility Manager makes no warranty that the Event Center will meet your expectations.

Limitation of Liability. Renter and its Permitted Invitees expressly acknowledge and agree that Renter’s use of the Event Center is at Renter’s own risk, and that Renter assumes all risk with respect thereto. Without limiting the generality of the foregoing, Renter agrees that Facility Manager will not be responsible for loss of money, jewelry, or valuables of any kind in or about the Event Center. Additionally, Facility Manager and its affiliates shall not be responsible or liable for any claim, damage or liability of any kind, including without limitation personal injury (including death) and Event Center damage, arising either directly or indirectly from the use of Renter’s own equipment in or about the Event Center. In no event shall Facility Manager and/or its affiliates be liable for any indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, Renter’s Event, the use of the Event Center, whether based on contract, tort, strict liability, or otherwise, including without limitation lost profits, loss of business or data, or damages resulting from inconvenience or delay, even if Facility Manager or any third party has been advised of the possibility of such damages or losses. Facility Manager’s total liability (if any) for damages arising under this Rental Agreement shall be limited to the amount paid by Renter for the Rental Fee, less any applicable Penalty.
Attorneys' Fees. If Renter or Facility Manager is required to retain legal counsel in order to enforce this Agreement, or any other agreement between Renter and Facility Manager, with or without the commencement of a formal legal action, the prevailing party shall be entitled to recover attorneys’ fees and costs from the breaching party.

Applicable Law/Venue. This Rental Agreement shall be governed by and construed in accordance with the laws of the City of Boulder and the State of Colorado, without regard to the principles of conflicts of laws. By executing this Agreement, Renter and its Permitted Invitees agree to submit to the exclusive jurisdiction of and agree to the venue of the courts of the Colorado. Renter and its Permitted Invitees hereto agree not to bring an action arising under this Agreement in any court of law located outside the State of Colorado.

Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, acts of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that such performance is prevented, hindered or delayed by such causes.

Assignment. Renter may not assign or otherwise transfer any of your rights or duties hereunder.

Remedies. All remedies of Facility Manager provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided herein or by law. The exercise of any rights of Facility Manager hereunder shall not in any way constitute a cure or waiver of a breach of this Agreement or invalidate any act done pursuant to any notice of breach, or prejudice Facility Manager in the exercise of any of its rights hereunder or pursuant to law.

Entire Agreement. Renter acknowledges that this Agreement comprises the entire agreement between Renter and Facility Manager and that this Agreement supersedes all prior written or oral agreements regarding the subject matter herein. No modification to this Agreement shall be binding upon Renter or Facility Manager unless made in writing and signed by Renter and an authorized representative of Facility Manager.

By signing below, I signify that I am authorized to execute this Agreement and I have read and understand the terms above.

Signed this __________ day of __________, 20__.  

Facility Manager  
St Julien Tenth Street Event Center

By

_________________________  
(Name of Organization—Please Print)

_________________________  
Title  
(Name of Authorized Representative—Please Print)

_________________________  
(Signature)

Attachments
I. Room Configurations - duplicate Exh IV(a) of the Management and Operating Agreement ("Agreement")
II. List of Eligible Organizations - duplicate Exh V of the Agreement
III. Civic Use Facility-Subsidy Eligibility - duplicate Exh VIII of the Agreement
IV. Catering Agreement - duplicate Exh VII of the Agreement
V. List of Approved Caterers - duplicate Exh VI of the Agreement
VI. Fee Structure - duplicate Exh IV of the Agreement
**Exhibit IV**

Rates, Fees, and Charges to Eligible Organizations

<table>
<thead>
<tr>
<th>Room</th>
<th>Size (SF)</th>
<th>Half Day Rate</th>
<th>Full Day Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Space Open (A,B,C &amp; D)</td>
<td>8,400</td>
<td>$1,800</td>
<td>$3,600</td>
</tr>
<tr>
<td>Room B, C &amp; D (with A as prefunction)</td>
<td>6,700</td>
<td>$1,800</td>
<td>$3,600</td>
</tr>
<tr>
<td>Room B1</td>
<td>3,350</td>
<td>$900</td>
<td>$1,800</td>
</tr>
<tr>
<td>Room B2</td>
<td>3,350</td>
<td>$900</td>
<td>$1,800</td>
</tr>
<tr>
<td>Room C</td>
<td>2,250</td>
<td>$600</td>
<td>$1,200</td>
</tr>
<tr>
<td>Room D</td>
<td>1,100</td>
<td>$300</td>
<td>$600</td>
</tr>
</tbody>
</table>
NONPROFIT DIRECTORY - Boulder Valley

Exhibit V

Agriculture

BOULDER COUNTY HORSE ASSOCIATION
P.O. Box 19201
Longmont, CO 80501
303-445-8101
Services: Provides recreation opportunities for horse owners and their families.
Person in charge: Dr. Lisa Feldman, executive director
Year founded: 1978

BOULDER COUNTY HORSE RESCUE
138 S. 5th St.
Longmont, CO 80503
303-477-3858
Services: Provides rescue and adoption services for horses in need.
Person in charge: Darla White, executive director
Year founded: 2000

GROWING GARDENS
8237 13th Street
Boulder, CO 80303
303-442-7652
Services: Offers education and resources for sustainable gardening.
Person in charge: Jennifer Allen, executive director
Year founded: 2010

Animals

ANIMAL HELP NOW
2525 Arapahoe Ave., E4 705
Boulder, CO 80302
303-442-7603
Services: Provides transportation and support for animal rescues.
Person in charge: Dr. Lisa Feldman, executive director
Year founded: 2004

ANIMAL RESCUE CONNECTION INC.
P.O. Box 1253
Longmont, CO 80503
www.animalrescueconnection.org
303-722-7694
Services: Sponsors events to support animal rescue organizations.
Person in charge: David Crawford, executive director
Year founded: 2009

BIRDS OF PREY FOUNDATION
2720 S. 104th St.
Broomfield, CO 80020
www.birdsofprey.org
303-460-0674
Services: Provides educational programs about birds of prey.
Person in charge: Heidi Bukowski, executive director
Year founded: 2000

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Broomfield, CO 80020
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303-460-0674
Services: Provides educational programs about birds of prey.
Person in charge: Heidi Bukowski, executive director
Year founded: 2000
Service Organization
BOULDER ELKS LODGE NO 566
1325 21st St
Boulder, CO 80302
www.bouldertours.com
303-443-5883
Services: Businesspeople and community volunteers dedicated to "Service above Self" in our local and international communities.
Person in charge: Jim Lukow
Year founded: 1900

BOULDER ROTARY CLUB
5390 Manhattan Circle, Suite 101
Boulder, CO 80303
www.boulderrotary.com
303-547-0140
Services: Local community service, youth service, vocational service and international service.
Person in charge: Stan Benson
Year founded: 1919

COAL CREEK MEALS ON WHEELS
1250 Canyon View Drive
Boulder, CO 80304
www.coalcreekmeals.org
303-622-8040
Services: Provides daily meals and related support services to members of local community in need.
Person in charge: Lesley Jackson
Year founded: 1972

KEMAUS CLUB OF LONGMONT
P.O. Box 1092
Longmont, CO 80504
www.kemauclub.org
303-772-7816
Services: Serving children.
Year founded: 1926

LIFE CHOICES
303 W. Mountain View Ave.
Longmont, CO 80501
www.lifeco.org
303-631-3380
Services: Christ-centered ministry providing education, support, healing and limited medical services for sexual life choices.
Person in charge: Rob Thelen
Year founded: 1984

NATIONAL TRANSITIONS
3980 N. Broadway, Suite 103
Boulder, CO 80304
www.nationaltransitions.org
303-447-3418
Services: Educates and supports green dachshar and после daugher care including green burial and home funerals.
Person in charge: Ann Lawhead
Year founded: 2003

OUTREACH UNITED RESOURCE (OUR) CENTER
301 Arvada St
Longmont, CO 80502
www.ourcenter.org
303-773-5529
Services: Helps people move toward self-sufficiency by unifying community resources.
Year founded: 1997

Ski Patrol
3152 21st St
Boulder, CO 80302
www.buyelks.com
303-443-5883
Services: Businesspeople and community volunteers dedicated to "Service above Self" in our local and international communities.
Person in charge: Jim Lukow
Year founded: 1900

SKYLINE KIWANS CLUB
P.O. Box 135
Longmont, CO 80502
303-921-2443
Services: Community service organization.
Person in charge: Jim Dill
Year founded: 1995

THE ROTARY CLUB OF BOULDER VALLEY
P.O. Box 17485
Boulder, CO 80308-7485
303-444-3119
Services: Supports community & the planet through visibility, action, service and fellowship.
Person in charge: Maud Huey
Year founded: 1985

Social Justice
COMMUNITY LINK
6290 Lookout Road
Boulder, CO 80301
www.communitylinkcolorado.org
303-527-0627
Services: Supports the inclusion of people with developmental disabilities within the community.
Person in charge: Bob Lawhead
Year founded: 1990

FOCUS REENTRY
4705 Baseline Road
Boulder, CO 80303
www.focusreentry.org
303-751-6416
Services: Reduces recidivism and enhances community safety.
Person in charge: Jerry Franske
Year founded: 2005

LONGMONT COMMUNITY JUSTICE
333 Terry St
Longmont, CO 80501
www.lcj.org
303-776-1557
Services: Works to reduce crime and support community leadership through restorative practices by bringing together those involved in conflict.
Year founded: 1994

ROCKY MOUNTAIN PEACE & JUSTICE CENTER
3910 Broadway, Suite 20
Boulder, CO 80304
www.rockymountainpeace.org
303-444-6981
Services: Works to stop and protect Earth and human rights. Educate, orient and act in community in order to create a culture of peace and peace.
Year founded: 1994

Safeguard Progressive Alliance for Nonviolence
335 North St
Boulder, CO 80304
www.safeguardalliance.org
303-449-8233
Services: Human rights organization committed to ending violence against adults, youth and children through support, advocacy, education and community organizing.
Wish list: Urgent Needs of SPAN
Clubs: Kitchen pots, pans, plates, bowls, silverware, mugs, drinking glasses, phone sets, books.
Person in charge: Anne Tapp
Year founded: 1995

Sports & Recreation
BOULDER AREA TRAILS COUNCIL
P.O. Box 17485
Boulder, CO 80308
www.boulderrun.org
303-485-2162
Services: Trivia, tennis, softball, baseball, frisbee, volleyball, basketball, table tennis, bowling, archery.
Person in charge: Sam McNeil
Year founded: 1996

BOULDER COUNTY YOUTH SERVICE LEADERSHIP COUNCIL
P.O. Box 150601
Boulder, CO 80308-2601
www.bocouy.org
303-485-2162
Services: Trivia, tennis, softball, baseball, frisbee, volleyball, basketball, table tennis, bowling, archery.
Person in charge: Sam McNeil
Year founded: 1971

BOULDER COUNTY YOUTH SERVICE LEADERSHIP COUNCIL
P.O. Box 150601
Boulder, CO 80308-2601
www.bocouy.org
303-485-2162
Services: Trivia, tennis, softball, baseball, frisbee, volleyball, basketball, table tennis, bowling, archery.
Person in charge: Sam McNeil
Year founded: 1996

BOULDER COUNTY YOUTH SERVICE LEADERSHIP COUNCIL
P.O. Box 150601
Boulder, CO 80308-2601
www.bocouy.org
303-485-2162
Services: Trivia, tennis, softball, baseball, frisbee, volleyball, basketball, table tennis, bowling, archery.
Person in charge: Sam McNeil
Year founded: 1996

ELDORA MOUNTAIN SKI & SNOWBOARD CLUB
1750 S 23rd St, Suite 431
Boulder, CO 80305
www.eldorskicenter.com
303-447-7514
Services: Ski, snowboarding, snowboarding, snowboarding, snowboarding.
Person in charge: Brian Levy
Year founded: 1990

FLATIRONS VOLLEYBALL CLUB
2445 Chrysler Circle
Boulder, CO 80303
www.flatironsvcb.com
303-543-7665
Services: Junior girls volleyball club that teaches athletic, social and community needs.
Person in charge: Susan Levy
Year founded: 1993

Women
BOULDER VALLEY WOMEN'S HEALTH CENTER
2555 Valmont Road
Boulder, CO 80301
www.boulderwomen.org
303-441-5680
Services: Provides accessible, confidential and comprehensive gynecological and reproductive healthcare, including sexual health services and education.
Wish list: Funding to support Long-Acting Reversible Contraceptive (LARC) program, which helps prevent about 91 percent of all births and abortions in Boulder County.
Person in charge: Susan Levy
Year founded: 1993

Directory of Nonprofit Organizations
BOULDER VALLEY WOMEN'S HEALTH CENTER
2555 Valmont Road
Boulder, CO 80301
www.boulderwomen.org
303-441-5680
Services: Provides accessible, confidential and comprehensive gynecological and reproductive healthcare, including sexual health services and education.
Wish list: Funding to support Long-Acting Reversible Contraceptive (LARC) program, which helps prevent about 91 percent of all births and abortions in Boulder County.
Person in charge: Susan Levy
Year founded: 1993

IGHT ADAPTIVE SPORTS
P.O. Box 19016
Boulder, CO 80308-19016
www.ightadaptive.org
303-238-1146
Services: Provides adaptive snow sports for all abilities.
Wish list: Money, volunteers, locks, seven ski cabinets, with working locks and keys, one each of two-drawer file cabinet.
Person in charge: Carol Nickel
Year founded: 1975

PARADOX SPORTS
1711 11th St, Suite 201
Boulder, CO 80302
www.paradoxsports.org
720-638-5593
Services: Improves people's lives by creating physical adaptive sports communities built to inspire.
Person in charge: Shelley Brown
Year founded: 2007

SKEAPOL
3172 24th St.
Boulder, CO 80301
www.skeapool.org
720-552-4826
Services: Facilitates carpooling to Colorado resorts.
Year founded: 2002

THE OUTDOOR FOUNDATION
7404 Pearl Street, Suite 300
Boulder, CO 80301
www.outdoorfoundation.org
303-444-3353
Services: Supports the growth of future generations of outdoor enthusiasts.
Person in charge: Chris Fanning
Year founded: 2002
Exhibit VI

List of Approved Caterers & AV Suppliers

(No particular order - sample list)

Spice of Life
Footers Catering
Front Range Catering
Blackbelly Catering
Three Leaf Catering
Three Tomatoes Catering
Savory Cuisines
Relish Catering Company
Greens Point Catering
Catering by Design
Bridge House Catering (CTK Catering)
St Julien Hotel

Audio - Visual Suppliers

(To be provided)
Catering Agreement for Approved Caterers
(for use of warming kitchen, trash management, etc)

(to be provided)
City of Boulder - Civic Use Facility-Subsidy Eligibility Listing - Ver. 2019

Description

This document describes the City of Boulder's identification practice in supporting use of and access to the Civic Use Facility by way of providing subsidies, if any, of rental costs directly to users.

Details

The City of Boulder, in its sole discretion, will determine which, if any, nonprofit organizations are eligible to receive a subsidy.

Unless otherwise specified, duties and determinations herein are made and fulfilled by the City Manager of the City of Boulder or his/her designee. Said designee may include a group of assigned City of Boulder employees representing departments responsible for the development and implementation of City of Boulder strategies advancing the community's Library/Arts & Cultural, Education, Inclusion, Recreation, Special Events, Community Vitality and Engagement goals. In general, said group shall not exceed seven (7) members annually.

In general, to be eligible for a subsidy, such nonprofit organization should be (1) headquartered or with offices located in Boulder County; (2) have prior local experience serving community goals consistent with the Boulder Sustainability Framework or Boulder Valley Comprehensive Plan goals, such as neighborhood or community groups including, but not limited to, Boulder's civic, arts, cultural, or literary communities; (3) Contractual age. All organizations must be represented by a person of legal contractual age as defined by the state of Colorado (18 years); (4) Compliance with law and policy. All organizations or groups must agree to comply with the ordinances and policies of the City of Boulder. Civil Rights Act compliance. All organizations or groups must agree to comply with Title VII of the U.S. Civil Rights Act of 1964 and Section 504 of the Federal Rehabilitation Act of 1973 to the end that no person in the United States shall, on the grounds of race, color, national origin, physical or mental handicap, sex or religion, be excluded.

Subsidy determinations will be made as follows:

An eligible user will apply for a subsidy from the City by submitting an application to the Dept. The City, in its sole discretion, will rule on the application and provide a reimbursement of the user's rental cost, that has previously been paid, directly to user within days of its event at the Facility.

* To be provided by the City
# SQUARE FOOTAGE ANALYSIS

## CIVIC PAD DEVELOPMENT 25 NOVEMBER 2013

<table>
<thead>
<tr>
<th>Room/Space</th>
<th>Gross Area</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LEVEL 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,180 Open Event Space</td>
<td>8,460</td>
<td>Conference Room - A combined with Pre-Function</td>
</tr>
<tr>
<td>Conference Room - A</td>
<td>6,700</td>
<td></td>
</tr>
<tr>
<td>Conference Room - B</td>
<td>3,350</td>
<td></td>
</tr>
<tr>
<td>Conference Room - C</td>
<td>2,250</td>
<td></td>
</tr>
<tr>
<td>Conference Room - D</td>
<td>1,100</td>
<td></td>
</tr>
<tr>
<td>1,20 Pre-function</td>
<td>3,250</td>
<td>Includes cost room</td>
</tr>
<tr>
<td>1,30 Restrooms</td>
<td>1,060</td>
<td></td>
</tr>
<tr>
<td>1.40 Kitchen</td>
<td>1,740</td>
<td></td>
</tr>
<tr>
<td>1.50 Vertical Circulation</td>
<td>680</td>
<td></td>
</tr>
<tr>
<td>1.60 BOH/Service Corridor</td>
<td>1,230</td>
<td>Includes fan room exhaust ways</td>
</tr>
<tr>
<td><strong>Total Level 1</strong></td>
<td>14,880</td>
<td></td>
</tr>
<tr>
<td><strong>LEVEL 2</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.18 St. Julien Hotel Expansion</td>
<td>12,190</td>
<td>Exterior Terraces not included</td>
</tr>
<tr>
<td>2.20 Circulation</td>
<td>990</td>
<td>6’ wide corridors</td>
</tr>
<tr>
<td>2.30 Vertical Circulation</td>
<td>680</td>
<td></td>
</tr>
<tr>
<td>2.40 BOH/Service</td>
<td>740</td>
<td></td>
</tr>
<tr>
<td><strong>Total Level 2</strong></td>
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</tr>
<tr>
<td><strong>LEVEL 3</strong></td>
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<td></td>
</tr>
<tr>
<td>3.10 St. Julien Hotel Expansion</td>
<td>12,190</td>
<td>Exterior Terraces not included</td>
</tr>
<tr>
<td>3.20 Circulation</td>
<td>990</td>
<td>6’ wide corridors</td>
</tr>
<tr>
<td>3.30 Vertical Circulation</td>
<td>680</td>
<td></td>
</tr>
<tr>
<td>3.40 BOH/Service</td>
<td>740</td>
<td></td>
</tr>
<tr>
<td><strong>Total Level 3</strong></td>
<td>14,510</td>
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</tr>
<tr>
<td><strong>LEVEL 4</strong></td>
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<td></td>
</tr>
<tr>
<td>4.18 St. Julien Hotel Expansion</td>
<td>12,190</td>
<td>Exterior Terraces not included</td>
</tr>
<tr>
<td>4.20 Circulation</td>
<td>990</td>
<td>6’ wide corridors</td>
</tr>
<tr>
<td>4.30 Vertical Circulation</td>
<td>680</td>
<td></td>
</tr>
<tr>
<td>4.40 BOH/Service</td>
<td>740</td>
<td></td>
</tr>
<tr>
<td><strong>Total Level 4</strong></td>
<td>14,510</td>
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</tr>
<tr>
<td><strong>LEVEL 5</strong></td>
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<td></td>
</tr>
<tr>
<td>5.10 Roof Top Terrace</td>
<td>7,250</td>
<td>Open, flexible outdoor space</td>
</tr>
<tr>
<td>5.20 Mechanical/Electrical Rooms</td>
<td>2,860</td>
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</tr>
<tr>
<td>5.30 Elevator Foyer/Vestibule</td>
<td>450</td>
<td></td>
</tr>
<tr>
<td>5.40 Vertical Circulation</td>
<td>680</td>
<td></td>
</tr>
<tr>
<td><strong>Total Level 5</strong></td>
<td>3,930</td>
<td></td>
</tr>
</tbody>
</table>

## CIVIC PAD DEVELOPMENT 25 SEPTEMBER 2023

<table>
<thead>
<tr>
<th>Room/Space</th>
<th>Gross Area</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LEVEL 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,18 Open Event Space</td>
<td>8,345</td>
<td>Conference Room - A combined with Pre-Function</td>
</tr>
<tr>
<td>Conference Room - A</td>
<td>8,500</td>
<td></td>
</tr>
<tr>
<td>Conference Room - B</td>
<td>3,200</td>
<td></td>
</tr>
<tr>
<td>Conference Room - C</td>
<td>1,650</td>
<td></td>
</tr>
<tr>
<td>Conference Room - D</td>
<td>1,625</td>
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</tr>
<tr>
<td>1,20 Pre-function</td>
<td>2,845</td>
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<tr>
<td>1,30 Restrooms</td>
<td>764</td>
<td></td>
</tr>
<tr>
<td>1.40 Kitchen</td>
<td>2,395</td>
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</tr>
<tr>
<td>1.40 Vertical Circulation</td>
<td>1,385</td>
<td>Includes access along alley, existing stair</td>
</tr>
<tr>
<td>1.60 Storage/BOH/Service Corridor</td>
<td>1,575</td>
<td>Includes fan room exhaust ways, 800f Storage</td>
</tr>
<tr>
<td><strong>Total Level 1</strong></td>
<td>15,394</td>
<td></td>
</tr>
</tbody>
</table>

## Appendices

- **APPENDIX D**
- **MEZZANINE LEVEL (Above Parking Level 1)**
  - 0.10 Storage: 2,860 ft² - Event Space Storage, Tables, Chairs
  - 0.18 Mechanical: 2,661 ft² - Equipment Rooms Only
  - 0.40 Vertical Circulation: 360 ft² - Service Elevator Access
- **MEZZANINE LEVEL**
  - 3,280 ft²
- **TOTAL BUILDING AREA**
  - 65,400 ft²

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**25 SEPTEMBER 2023**

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**CIVIC USE BUILDING**

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