

STRAWBERRY PARK AMPHITHEATER PROJECT CUP MITIGATION 2023

PUBLIC ROAD, SERVICES, INFRASTRUCTURE

Public road access via Amethyst Drive is already provided suitable for the existing middle and elementary schools, including two points of access via Amethyst Drive to the south and the north via the old Strawberry Park “bench road.” Emergency vehicle access is available through the service area east of the elementary school or via a graveled surface one lane road that runs adjacent to the amphitheater. Other services and infrastructure already in use for the schools (i.e. trash and recycling) are more than adequate to handle the small additional load generated from events at the amphitheater.

ROAD CAPACITY AND TRAFFIC

The current school parking and access ways handle hundreds of vehicle trips per day. The amphitheater traffic (50-75 vehicles based upon national parking and driving demands for outdoor performance venues for a facility of this capacity) will not add significantly to this volume during the school year, compared to school activities such as parent conferences, student presentations, athletic events, or other special events that have traditionally taken place indoors. During the summer months, the small traffic loads noted above will be a fraction of the school year vehicle trips.

WATER QUALITY

There are no water courses within 100 feet of the construction site. There is a seasonal drainageway that is dry most of the year. The general contractor will install typical erosion controls (hay bales, silt fence, fiber rolls) in this ditch as directed by the County building department.

VISUAL IMPACT

The project has been designed to take advantage of the natural north facing view corridor into Strawberry Park. Natural construction materials are architecturally designed to blend in with the rural landscape of the region and the mass of the existing school buildings. The structure does not obstruct any existing views and is sufficiently below Amethyst Drive in elevation that drivers are not distracted. The existing playground and tree lined corridor screens the amphitheater from the elementary school.

NOISE

Noise and sound concerns have been a primary consideration since the initial concept of the amphitheater began in 2021. The acoustic design of the stage area including sound reflecting panels direct sound away from the school and adjacent property to the northwest. Stage production volume will radiate out toward a vacant hillside with no structures and no line of sight to any residences. Because the lease with the school district limits performances to acoustic (including electric keyboard) instruments and unamplified human voices, noise should not be an issue. A separate acoustic map is being prepared by the amphitheater’s acoustic engineer and will be included in a subsequent submittal.

LAND USE COMPATIBILITY

This performance venue is suitable and designed for educational, arts and cultural events consistent and compatible with normal school activities. The school district has specific requirements for activities on school district property (form F-12, attached) which will govern usage and insure productions and events are consistent with school district policies.

RECLAMATION AND RESTORATION

The configuration of the stage and seating area is designed to minimize cut, fill, and disturbance of existing grades. Disturbed areas will be revegetated as required by the building department as part of the permitting process. Low maintenance, water thrifty grass blends will be seeded in a manner consistent with the sustainable designs elements of the entire project. Any future landscaping additions will be watered using the elementary school's existing irrigation system.

POLICY AND FEES FOR THE USE OF SCHOOL FACILITIES AND GROUNDS

The Steamboat School District recognizes that the cost of construction for physical plants and grounds hereby referred to as “facilities” has been paid for by property taxes. The maintenance of facilities is the responsibility of the school district. It is recognized that there is a base cost to operate facilities. As use of the facilities increase, the cost of operation increases. Use of facilities causes expense to the school district in several categories: clerical, maintenance, custodial, security, supplies and utilities.

The fee rate structure is intended to offset operational costs of facilities and grounds that are not SSSD RE-2 K-12 educational programs. The Director of Finance shall determine the rental/use fees for facility use and update them periodically.

The scheduling of facilities and grounds use shall be site based. The Athletics Director, Director of Maintenance, Operations & Transportation (MOT Director) and School Principal or their designee must approve requests for field/site use. The Athletic Director and School Principal or their designee must approve the interior athletic areas of school facilities use. The MOT Director must approve all summer facility use prior to issuing use permits in order to avoid conflicts with maintenance scheduling. Copies of all agreements shall be sent to the district office. Requests for summer use of facilities and grounds by the community and all other non-school organizations will begin no sooner than April 15. All known requests for summer use of facilities and grounds by school groups and organizations will be submitted by April 1 to allow time for scheduling coordination among all users. All known school activities for the coming school year shall be submitted by June 10, to allow time of rescheduling coordination among all users. Requests for use of facilities and grounds by the community and all other non-school organizations during the normal school year will be accepted no sooner than June 12 for the next school year. Groups or organizations with Memoranda of Understanding, multi-year agreements, and other similar agreements are exempt from this scheduling timeline.

A copy of the scheduled activities will be forwarded to the Lead Custodian via interoffice mail or other mechanism. A copy of the scheduled activities will be forwarded to the Maintenance Team via email on a weekly basis. Changes to the schedule will be forwarded to the Lead Custodian and Maintenance Team as soon as possible.

LIMITATIONS OF PROPERTY USE: District property shall not be used for activities which:

- Advocate social or political change by violence.
- Advocate or advance any doctrine or theory subversive to the Constitution of the United States, the Constitution of Colorado, or federal, state and local law or ordinances.
- Organize or convene a secret organization for subversive proposes.

- Assist in raising funds for any of the above purposes.
- Would be incompatible with the school neighborhood.
- Violate any district policy or federal, state or local law.
- Be in conflict with a district program.
- Jeopardize the safety, security, or supervision of individuals or district property.
- Are not community related and are for private purposes or for public or private profit-making activities.

PROPERTY/BUILDING USE PERMITS MAY BE DENIED OR REVOKED AND PREPAID FEES/DEPOSITS FORFEITED FOR:

- Repeated or material violation of the policy, regulations, or terms and conditions of the property use.
- Repeated short notification of cancellations.
- Failure to pay rental fees.
- Failure to submit deposits at least 10 days in advance (when deposits are applicable).
- Inappropriate behavior.
- Damage to district property.
- Being in conflict with maintenance, repair, renovation or construction activities.
- Property use shall not be allowed during the regularly scheduled school day unless specifically authorized by the principal or designee.
- When weather conditions cause fields to be snowy or extremely wet or muddy, fields shall be closed to all use. Any exceptions shall be approved by both the school Principal and the MOT Director.

DISTRICT PROPERTY SHALL NOT BE AVAILABLE FOR USE:

- On designated school days off, in-service days, school vacation periods, legal holidays, or on weekends immediately preceding or following the aforementioned periods. This provision may be waived if staff is available to clean and provide security for the facility and it is at no additional expense to the school district.
- When appropriate district employees are not available to be on premises during the intended use.
- Use of any field from October 1 through May 1. School programs may use fields if conditions are appropriate for the use. Any exceptions shall be approved by both the school Principal and the MOT Director.

District property shall not be used for any private events including: parties, dances, weddings, receptions, funerals or memorials unless authorized by the Superintendent for extenuating circumstances.

APPLICATION FOR PROPERTY USE:

- Application for property use must be made to the designated individual at the site requested at least 10 working days prior to the requested use date.

- At least 10 working days prior to use, the applicant must return the signed Building Site and Field Usage Agreement, applicable security deposit and fees to the designated individual at the site requested.
- Prior to use, the school must receive a copy of the user's certificate of insurance naming the School District as additional insured.
- Building Site and Field Usage Agreements are not transferable.

GENERAL REGULATIONS FOR PROPERTY USE:

- **Safety**- Applicable fire and safety laws/regulations and district policies and procedures governing the use of school property must be observed at all times. It is strongly recommended that each group have a cell phone for emergency calls. Each group should have a first aid kit and have a responsible person trained in First Aid, CPR and AED.
- **Tobacco, Alcohol and Illegal Substances** – Use of tobacco products, illegal substances and alcoholic substances are prohibited at all district buildings and on all district grounds and in all district vehicles. Failure to comply with this regulation will be grounds for immediate termination of the property use permit and may be grounds for legal action.
- **Weapons** – No weapons of any kind are permitted on district property. Failure to comply with this regulation will be grounds for immediate termination of the property use permit and may be grounds for legal action.
- **Gambling** – Gambling is prohibited on all district property. Failure to comply with this regulation will be grounds for immediate termination of the property use permit and may be grounds for legal action.
- **Indemnification** – As part of the application for property use, the applicant agrees to indemnify and hold harmless Steamboat Springs School District's officers, agents and employees from liability, damage, loss, cost and expenses that may accrue to or be sustained by the School District, its officers, agents or employees on account of any claim, suit or action made or brought against the school district, its officers, agents or employees for the death of or injury to persons or destruction of property involving the undersigned user, its employees, agents, representative and guests sustained in connection with the use of the facilities of the Steamboat Springs District pursuant to this Use Agreement.
- **Insurance** – Whenever any organization or individual uses school property for any use, that organization or individual shall be insured and the School District shall be added as Additional Insured onto their/his/her policy. The minimum limits of liability are \$1,000,000 each occurrence and either \$1,000,000 or \$2,000,000 Aggregate. The policy form for all organizations is named Commercial General Liability.
- **Cancellation** – The building use agreement may be cancelled by the School District upon 48 hours written notice to the group reserving the facilities of the Steamboat Spring School District RE-2 at the address specified on the Building Use Agreement. In the event of an emergency closure or cancellation due to weather or circumstances beyond the district's control, the cancellation may take place in a time period of less than 48 hours. In the event of an emergency closure,

the district will attempt to contact the Building Use Agreement responsible party as soon as possible to alert them of the emergency closure. Emergency closure will be what the School District deems as an emergency and may include but is not limited to mechanical system malfunctions, flood, leaks, electrical disruption, vandalism, any unsafe conditions, wet or snowy field conditions, and other unanticipated conditions. The School District may cancel or revoke a property/building use permit at any time when determined by the superintendent or designee to be in the best interest of the School District. When this occurs, charges or fees charged to the user shall be refunded. This action will be taken only when necessary due to unavoidable circumstances, and attempts will be made to provide alternative space. If the School District elects to cancel this agreement, both parties shall be released from any obligation contained herein and the group shall have no claim against the School District for any damages including, but not limited to actual consequential and/or incidental damages.

PERSONAL PROPERTY:

The District shall not be held responsible for any damage or loss that may occur to non-school property brought on to the premises.

STORAGE SPACE:

The District shall not provide storage space for user's materials and equipment. Items belonging to the users must be removed after each use.

PRIORITIZATION OF PROPERTY USE:

Property use shall not conflict with the requirements of the District's educational or athletic programs. School sponsored programs/uses will have first priority over all other uses.

COMPUTER AND A/V USE:

Building Site and Field Usage Agreements do not include the use of electrical/electronic equipment such as computers, overhead projectors, audio or video equipment unless specific authorization is granted on the building use agreement. A separate fee sheet is used for this calculation.

PROPERTY USE RATES, FEES AND CHARGES:

Property use rates, fees and charges shall be established by the Director of Finance. For the following reasons, charges may be assessed to users, regardless of the fee category the use is in. A district custodian and or other qualified SSSD RE-2 staff member are required to be present when district property is in use. Waiver of this requirement will be at the discretion of the building administrator and will be made on a case-by-case basis. If the use takes place outside of the custodians/supervisor's regular schedule, the user will be charged a predetermined custodial/supervisor rate. Custodial/supervisor charges will be a minimum of one hour. The locking/unlocking/security rate is \$20 per hour of use for periods that an employee is not regularly scheduled. The locking/unlocking/security rate

is \$25 per hour of use for an employee on overtime or higher based on Federal Fair Labor Standards

The following time schedules shall apply:

During the school calendar, events or activities must conclude at 10:00 pm, Monday through Friday, unless approved in advance by the building principal. Outside the school calendar year, events or activities must conclude at 10:00 pm, Monday through Friday, times may vary by location with advance approval by the building principal and Facilities Director.

During the school calendar year and outside the school calendar year, events or activities must conclude at 10:00 pm on Saturdays and at 8:00 pm on Sundays. This time may vary by location.

STAGE LIGHTS:

Stage lights, sound systems and other production equipment shall be operated and supervised by qualified district personnel or by personnel approved in advance by the building principal or their designee. Production equipment operator cost will be charged at a predetermined rate for all users with the exception of SSSD RE-2 productions.

SPECIALIZED ROOMS:

In the event of using specialized rooms e.g. fine arts, band room, media center, vocational areas, science, chemical or biology labs, climbing walls, etc, special approval is required by the building principal or their designee and a specialized staff member may be required (at the discretion of the principal) to be in the room during the use. The cost of the specialized person will be paid by the building user, with the exception of SSSD RE-2 programs.

WEIGHT ROOM:

In the event of using the weight room, special approval is required by the building principal, or their designee. A specialized staff member or trained adult supervisor is required to be in the room during the use. The supervisor shall be familiar with the proper operation of the equipment and shall hold current first aid/CPR certification. The cost of the specialized person will be paid by the building user, with the exception of SSSD RE-2 programs.

COMPUTER LABS/VIDEO PRODUCTION AREAS:

Property use permits for computer labs/video production areas may be granted if the request complies with district educational guidelines and legal requirements and has been approved by the Director of Technology or their designee. A technology supervisor may be required. The cost of the specialized person will be paid by the building user with the exception of SSSD RE-2 programs.

KITCHEN/SERVING AREAS:

Property use permits for food preparation/food serving areas may be granted if the request complies with the SSSD RE-2 Nutritional Service guidelines and legal requirements and has been approved by the Director of Nutritional Services or their designee. A Nutritional Service supervisor may be required. The cost of the specialized person will be paid by the building user. User shall be held responsible for costs for additional cleaning, sanitation, damage or loss of equipment, or consequential damages caused by the user.

FIELDS, TRAILS, TRACKS, PARKING LOTS AND OTHER SITE USE:

Events held outside of a district building e.g. on playgrounds, tracks, athletic fields, open space, trails, parking lots, basketball courts, etc require a Building Site and Field Usage Agreement. Agreements for site areas may be granted if the request complies with District educational guidelines and legal requirements, and has been approved by the MOT Director, Athletic Director and Principal or their designees. Users will be required to remove all trash and debris. User shall use common sense and discretion if weather conditions cause unfavorable conditions on the field(s). Users shall not occupy or use fields if fields are excessively wet or snow covered. Users will be responsible for repairs if user damages field during wet or snowy conditions. Unauthorized vehicles are not permitted on fields, grounds, tracks or trails. Users shall be responsible to monitor and enforce all posted regulations, parking and traffic signs. Vehicles parked in no parking zones, fire lanes, and other posted areas are subject to ticketing and towing.

OVERNIGHT USE:

School facilities and grounds are not designed for overnight occupancy and may not comply with building code and fire code requirements for such use.

Overnight use for buildings or sites will be granted only in rare instances and only for not-for-profit organizations. Special requirements for all overnight uses include but are not limited to:

- At least one (1) SSSD RE-2 staff person or designated person per (ratio to be determined by the building principal) occupants on site for the entire duration of the event. This requirement may be waived by the building principal in extenuating circumstances.
- The user will be charged for all the extra staff labor costs.
- City of Steamboat Springs Fire Department written approval.
- Other special requirements as determined by the superintendent or their designee.
- Superintendent or their designee must approve all overnight requests.

SIGNS, BANNERS, ADVERTISING, AND DECORATIONS:

Users of school facilities or grounds shall not post decorations, signs, posters, banners or advertising without approval of the building principal. Decorations, signs, posters, banners or advertising shall be made of slow burning materials and shall conform to all school, local and state regulations governing such equipment and shall not be attached to walls, floors or ceilings (except where anchors are presently provided). Blue masking

tape shall be used to affix any decorations, signs or posters approved to be posted. The user is responsible for removal of all decorations, signs or posters. User shall be responsible for any damage caused by posting of decorations, signs, posters, banners or advertising. No penetrations into the ground shall be made. Signs, posters and banners promoting alcohol or tobacco use are not permitted on school grounds or buildings. All signs and banners shall be temporary and shall be removed within 48 hours (or sooner if required by the school administrator) after the conclusion of the event.

MODIFICATIONS TO BUILDINGS OR SITES:

The following are specifically prohibited; these include, but are not limited to:

- Modifications to the building and sites.
- Changing/modifying EXIT signs or lighting.
- Temporary electrical or mechanical connections/modification.
- Open flame.
- Smoke generation.
- Placing penetrations into the ground.
- Blocking, impeding or creating any hazard that could slow the exit from the facility or cause damage to the facility.
- Vehicles on field or trails.

All fees collected by the individual facility locations (schools or other) shall be forwarded to the school Finance Director or their designee, as they are collected. Copies of all Building Site and Field Usage Agreements (chargeable and non-chargeable) shall be forwarded to the Assistant to the Superintendent and the Lead Custodian.

Fees shall be assessed on a classification system with various levels of user fees. This system and the classifications within the system are subject to change. Rates are based on normal work schedules. Additional custodial and security costs will be assessed if occupation is outside of schedule staff hours.

Appeal Process if Dispute:

If a dispute arises concerning the use or scheduling of school facilities or grounds, the dispute is to be put in writing to the MOT Director. If there is no resolution, a request can be made for the Superintendent to intervene.

USER LEVELS:***Level 1:***

- SSSD RE-2 Pre-K through 12 educational activities.
- SSSD RE-2 Pre-K through 12 district sanctioned extracurricular and athletic activities.
- SSSD RE-2 district sponsored non-profit Pre-K through 12 student enrichment activities.
- Federal, state, city and county elections.

- Youth organizations such as Boy Scouts, Girls Scouts, SSWSC, and SSYSA, and other similar youth organizations with volunteer (non-compensated) supervisors.
- City of Steamboat Springs Parks and Recreation youth programs.

All groups desiring Level 1 status must send a letter requesting a Level 1 consideration. This letter should be sent to the attention of the superintendent and written renewal of the Level 1 status shall be sent on an annual basis. The letter shall state that the group is a non-profit youth organization serving the students of the Steamboat Springs School District.

Level 1 users shall pay all additional locking/unlocking fees (if outside a staff member's regular schedule) and additional cleanup, if needed.

Level 2:

- Non-profit youth (K-12) approved school and educational organizations/activities that are not in Level 1.

All groups desiring Level 2 status are requested to provide proof of non-profit status using a 501c3 Tax-exempt form or letter stating they are not-for-profit, e.g. Arts Council. Level 2 users shall pay all additional locking/unlocking fees (if outside a staff member's regular schedule) and additional cleanup, if needed.

Level 3:

- For profit youth organizations.
- Adult community or athletic activities.
- City of Steamboat Springs Parks and Recreation Adult Programs.
- Other community non-profit or other organizations.

TEACHER TUTOR REGULAR CLASSROOM:

A Steamboat Springs School District teacher may use a regular classroom (non-specialized classroom) to provide tutoring services to Steamboat Springs School District students. The rate for the regular classroom is on the Facilities/Grounds Rate sheet. The teacher is required to have a standard Parental Consent and Indemnification Agreement signed by the parent or guardian of the student and is required to complete a Tutoring Facilities Usage Agreement. Use is based on availability and must be approved by the building principal. All forms will be kept on file at the school office.

DEFINITIONS:

- Youth is defined as 17 years and younger.
- Youth group is defined as a group in which 75% of the participants are 17 and younger.

Copies of all Building Site and Field Usage Agreements including "no charge use" shall be sent to the SSSD RE-2 District Office.

All fees collected shall be forwarded to the SSSD RE-2 District Office with copies of all Building Site and Field Usage Agreements.

The following exhibits are attached and made a part hereof:

F-12-E-1: Building Site and Field Usage Agreement

F-12-E-2: Grounds Rates Fees

F-12-E-3: Tutoring Facilities Usage Agreement

F-12-E-4: Parental Consent and Indemnification Agreement

LEGAL REF: 1973 C.R.S. 22-32-110 (f)

Originally adopted: November 10, 1952

Latest Revision: July 1, 2010

Revised: January 14, 2009
August 15, 2005

THIS POLICY REPLACES THE FOLLOWING POLICIES:

F-12: COMMUNITY USE OF SCHOOL FACILITIES

F-13: PUBLIC CONDUCT ON SCHOOL PROPERTY